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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि वह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as
a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-Section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications Issued by the Ministries of the Government of India (other than
the Ministry of Defence)

विविध और न्याय मंत्रालय
(विविध कार्य विभाग)

सूचनाएं

नई दिल्ली, 17 मई, 1991

MINISTRY OF LAW AND JUSTICE
(Department of Legal Affairs)

NOTICES

New Delhi, the 17th May, 1991

का.आ. 1778.—नोटरीज नियम, 1956 के नियम 6 के
अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है
कि श्री हरी मोहन सिंह ने उक्त प्राधिकारी को उक्त नियम
के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया
है कि उसे (सिविल कोर्ट) आगरा में व्यवसाय करने के लिए
नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपक्षेप
इस सूचना प्रकाशन के चौषष्ठ दिन के भीतर विहित रूप
में मेरे पास भेजा जाए।

S.O. 1778.—Notice is hereby given by the Competent
Authority in pursuance of rule 6 of the Notaries, 1956, that
application has been made to the said Authority, under rule 4
of the said Rules, by Shri Hari Mohan Singh for appoint-
ment as a Notary to practise in Civil Court, Agra.

2 Any objection to the appointment of the said person as
a Notary may be submitted in writing to the undersigned
within fourteen days of the publication of this Notice.

[सं. फ. 5(44)/91-न्या.]

[No. F. 5(44)/91-Judl]

(2689)

New Delhi, the 29th May, 1991

का.आ. 1779.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री प्रदीप कुमार सिंह ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे अपना व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. फा. 5(45)/91-न्या.]

S.O. 1779.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Sh. Pradeep Kumar Singh for appointment as a Notary to practise in Agra.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(45)/91-Judl.]

नई दिल्ली, 27 मई, 1991

का.आ. 1780.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री एस.के. सक्सेना ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे कोटा व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. फा. 5(46)/91-न्या.]

New Delhi, the 27th May, 1991

S.O. 1780.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri S. K. Saxena for appointment as a Notary to practise in Kota.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(46)/91-Judl.]

नई दिल्ली, 29 मई, 1991

का.आ. 1781.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री ओम प्रकाश करवा ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे खातसर व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. फा. 5(48) 91-न्या.]

S.O. 1781.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Sh. Om Prakash, Korwa for appointment as a Notary to practise in Ravastar.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(48)/91-Judl.]

का.आ. 1782.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री रमेश चन्द्र गर्ग ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे चित्तौड़गढ़ व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. फा. 5(49) 91-न्या.]

S.O. 1782.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Sh. Ramesh Chandra Garg for appointment as a Notary to practise in Chittorgarh.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(49)/91-Judl.]

का.आ. 1783.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री राम मनोहर लाल गुप्ता ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे जयपुर व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. फा. 5(50)/91-न्या.]

S.O. 1783.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Sh. Ram Manohar Lal Gupta for appointment as a Notary to practise in Jaipur.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(50)/91-Judl.]

का.आ. 1784.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री बुद्धराम बिशनोई ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे रामसिंह नगर व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. फा. 5(51) 91-न्या.]

S.O. 1784.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Sh. Budh Ram Bishnoi for appointment as a Notary to practise in Raisinghnagar.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(51)/91-Judl.]

का. आ. 1785.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री बृज भूषण लाल गोयल ने उक्त प्राधिकारी का उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे डीग व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

स फा 5(52)/91-न्याय

S.O. 1785.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Sh. Brij Bhushan Lal Goyal for appointment as a Notary to practise in Deeg.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(52)/91-Judl.]

का. आ. 1786.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री जगदीश चन्द व्यास ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे गंगापूर व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. फ. 5(53) 91 न्या.]

S.O. 1786.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Sh. Jagdish Chandra Vyas for appointment as a Notary to practise in Gangapur (Raj.).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(53)/91-Judl.]

का. आ. 1787.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री संतोष कुमार दूसाड ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे जयपुर व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. फ. 5(55) 91-न्या.]

S.O. 1787.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Sh. Santosh Kumar Dusad for appointment as a Notary to practise in Jaipur.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(55)/91-Judl.]

नई दिल्ली, 30 मई, 1991

का. आ. 1788.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री केदार नाथ गुप्ता ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे जयपुर व्यवसाय करने के लिए नोटरी के रूप में किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. फ. 5(56) 91-न्या.]

New Delhi, the 30th May, 1991

S.O. 1788.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Kedar Nath Gupta for appointment as a Notary to practise in Jaipur.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(56)/91-Judl.]

का. आ. 1789.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री बाबू लाल गुप्ता ने उक्त प्राधिकारी को उक्त नियम के अधीन एक आवेदन इस बात के लिए दिया है कि उसे गंगापूर व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. फ. 5(54) 91-न्या.]

S.O. 1789.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Babu Lal Gupta for appointment as a Notary to practise in Gangapur.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(54)/91-Judl.]

का. आ. 1790.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि कुमारी मोतोमणो ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे अजमेर व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5(57)/91-न्या.]

S.O. 1790.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Miss Motimani for appointment as a Notary to practise in Ajmer.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(57)/91-Judl.]

का. आ. 1791.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम में प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री नन्द लाल डी. ओचानी ने उक्त प्राधिकारी को उक्त नियम के नियम 4 अधीन एक आवेदन इस बात के लिए दिया है कि उसे जयपुर में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5(58)/91-न्या.]

S.O. 1791.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Nandlal D. Ochani for appointment as a Notary to practise in Jaipur.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(58)/91-Judl.]

का. आ. 1792.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री बाबुलाल अग्रवाल ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे नीमकाथाना में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्षा इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. फा. 5(59)/91-न्या.]

S.O. 1792.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Babulal Agrawal for appointment as a Notary to practise in Neemkathana.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(59)/91-Judl.]

नई दिल्ली, 5 जून, 1991

का. आ. 1793.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री नारायण राम ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे फतेहपुर में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्षा

इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए

[सं. 5(14)/91-न्या.]

पो. सं. कण्णन, सक्षम प्राधिकारी

New Delhi, the 5th June, 1991

S.O. 1793.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority under rule 4 of the said Rules, by Sh. Narayan Ram for appointment as a Notary to practise in Fatehpur.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(14)/91-Judl.]

P. C. KANNAN, Competent Authority.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 1 सितम्बर, 1990

आयकर

का. आ. 1794.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 194ए की उपधारा (3) के (vi) के अनुसरण में, केन्द्रीय सरकार एतद्वारा निम्नलिखित तालिका में उल्लिखित बचत पत्रों की उक्त खण्ड के प्रयोजनार्थ अधिसूचित करती है:—

तालिका

बचत पत्रों का विवरण

1. राष्ट्रीय बचत पत्र (V निर्गम)
2. राष्ट्रीय बचत वार्षिकी पत्र
3. राष्ट्रीय बचत पत्र (VI निर्गम)
4. राष्ट्रीय बचत पत्र (VII निर्गम)
5. सामाजिक सुरक्षा पत्र

[फा. सं. 275/3/90-आ कर (बजट) 8729]

बी. ई. एलेक्जेंडर, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 1st September, 1991

(INCOME-TAX)

S.O. 1794.—In pursuance of clause (vi) of sub-section (3) of section 194A of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the Certificates mentioned in the Table below for the purpose of the said clause:—

TABLE

Description of Certificates

1. National Savings Certificates (V Issue)
2. National Savings Annuity Certificate
3. National Savings Certificates (VI Issue)
4. National Savings Certificates (VII Issue)
5. Social Security Certificates.

[F. No. 275/3/99-II(B)]

B E. ALEXANDER, Under Secy.

आदेश

नई दिल्ली, 13 जून, 1991

स्टाम्प

का. आ. 1795.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उस शुल्क को माफ करती है जो कोल इण्डिया लिमिटेड द्वारा जारी किए जाने वाले मात्र चार सौ करोड़ रुपये के मूल्य के 13 प्रतिशत (कराघेय) बंधपत्रों पर उक्त अधिनियम के तहत प्रभावी है।

[संख्या 28/91-स्टाम्प-फा. सं. 33/23/91-वि. क.]

ORDER

New Delhi, the 13th June, 1991

STAMPS

S.O. 1795.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the 13 per cent (Taxable) Bonds of the value of rupees four hundred crores only to be issued by Coal India Limited are chargeable under the said Act.

[No. 28/91-Stamps-F. No. 33/23/91-ST]

आदेश

नई दिल्ली 17 जून, 1991

स्टाम्प

का. आ. 1796.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उस शुल्क को इसके साथ संलग्न अनुसूची के चौथे कालम में निर्धारित सीमा तक कम करती है जो कि हाउसिंग डेवलपमेंट फाईनांस कॉर्पोरेशन लिमिटेड, बम्बई द्वारा जारी किए जाने वाले बंध पत्रों पर, उक्त अधिनियम की प्रथम अनुसूची के अनुच्छेद 13 के साथ पठित अनुच्छेद 49 (ख) के अंतर्गत प्रभावी है।

अनुसूची

क्रम. संख्या	बंधपत्रों का विवरण	बंधपत्रों का अंकित मूल्य	प्रभावी शुल्क
(1)	(2)	(3)	(4)
1.	एच.डी.एफ.सी. बंधपत्र 2002 (XIV श्रृंखला)	10 करोड़ रुपये	स्टाम्प अधिनियम, 1899 (1899 का 2) की प्रथम अनुसूची के अनुच्छेद 13 के साथ पठित अनुच्छेद 49 (ख) में निर्धारित दरों का एक-चौथाई।
2.	एच.डी. एफ. सी. बंधपत्र 2003 (XV श्रृंखला)	10 करोड़ रुपये	—बही—
3.	एच.डी. एफ. सी. बंधपत्र 2004 (XVI श्रृंखला)	10 करोड़ रु.	—बही—
4.	एच. डी.एफ. सी. बंधपत्र 2005 (XVII श्रृंखला)	10 करोड़ रुपये	—बही—

[फा.सं. 28/91-स्टाम्प-फा.सं. 33/7/91—वि.क.]

मास्मा राम, प्रवर सचिव

ORDER

New Delhi, the 17th June, 1991

STAMPS

S.O.1796.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899) the Central Government hereby reduces the duty with which the bonds to be issued by the Housing Development Finance Corporation Limited, Bombay are chargeable under article 49(b) read with article 13 of the first schedule to the said Act, to the extent specified in the Fourth column of the schedule hereto annexed.

SCHEDULE

Serial No.	Description of bonds	Face value of bonds	Duty payable
(1)	(2)	(3)	(4)
1.	HDFC Bonds 2002 (XIV Series)	Rs. 10 crores	One-fourth of the rates specified in article 49(b) read with article 13 of the First Schedule to the Stamp Act, 1899 (2 of 1899).
2.	HDFC Bonds 2003—(XV Series)	Rs. 10 crores	-do-
3.	HDFC Bonds 2004—(XVI Series)	Rs. 10 crores	-do-
4.	HDFC Bonds 2005 (XVII Series)	Rs. 10 crores	-do-

[F. No. 29/91-Stamps—F.No. 23 /7/91—ST]

ATMA RAM, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग विभाग)

नई दिल्ली, 6 जून, 1991

का. आ. 1797.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिशों पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 10 ख की उप-धारा (1) एवं (2) के उपबंध, सांगली बैंक लिमिटेड, सांगली पर 1 जून, 1991 से 31 अगस्त, 1991 की तीन माह की अवधि के लिए या नए अध्यक्ष एवं मुख्य कार्यपालक अधिकारी के पदभार ग्रहण करने तक इनमें से जो भी पहले हो, पर लागू नहीं होंगे।

[सं. 15/3/91-बी. ओ. III (i)]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 6th June, 1991

S.O. 1797.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendations of the Reserve Bank of India, hereby declares that the provisions of sub-sections (1) and (2) of Section 10B of the said Act shall, not apply to the Sangli Bank Limited, Sangli for a period of three months from 1st June, 1991 to 31st August, 1991 or till the new Chairman and Chief Executive Officer takes charge, whichever is earlier.

[No. 15/3/91-B.O.III(i)]

का. आ. 1798.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिशों पर, एतद्वारा घोषणा करती है कि

उक्त अधिनियम की धारा 10 ख की उप-धारा (9) के उपबंध सांगली बैंक लिमिटेड, सांगली पर 1 जून, 1991 से 31 अगस्त, 1991 तक अथवा बैंक के नियमित अध्यक्ष की नियुक्ति होने तक इनमें से जो भी पहले हो, उस सीमा तक लागू नहीं होंगे, जहां तक बैंक के चार महीने से अधिक के वास्ते अध्यक्ष एवं मुख्य कार्यपालक अधिकारी का काम करने के लिए किसी व्यक्ति की नियुक्त करने की छूट प्राप्त है।

[सं. 15/3/91-बी. ओ. III(ii)]

S.O. 1798.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on recommendations of the Reserve Bank of India, hereby declares that the provisions of sub-sections (9) of Section 10B of the said Act, shall not, to the extent they preclude the bank from appointing a person to carry out the duties of a Chairman beyond a period exceeding four months, apply to the Sangli Bank Limited, Sangli, from 1st June 1991 to 31st August 1991, or till the new Chairman and Chief Executive Officer takes charge whichever is earlier.

[No. 15/3/91-B.O.III(ii)]

नई दिल्ली, 11 जून, 1991

का. आ. 1799.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा यह घोषणा करती है कि उक्त अधिनियम की तृतीय श्र सूची में फार्म "क" के परिशिष्ट के रूप में लगी टिप्पणी (च) के उपबंध 31 मार्च, 1991 की स्थिति के अनुसार सांगली बैंक पर उसके तुलन-वर्षों के संबंध में लागू नहीं होंगे।

[सं. 15/2/91-लेखा]

के. के. मंगल, अवर सचिव

New Delhi, the 11th June, 1991

S.O. 1799.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Note (f) appended to the Form 'A' in the Third Schedule to the said Act shall not apply to the Andhra Bank in respect of its balance sheet as at 31st day of March, 1991.

[No. 15(2)91/Accts.]

K. K. MANGAL, Under Secy.

नई दिल्ली, 12 जून, 1991

का.आ.1800.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 3 के उपखण्ड (ज) के अनुसरण में केन्द्रीय सरकार एतद्वारा श्री सुधीर भार्गव, उप सचिव, आर्थिक कार्य विभाग (बैंकिंग प्रभाग), नयी दिल्ली को श्री बी.वी. भट्ट के स्थान पर पंजाब एण्ड सिंध बैंक के निदेशक के रूप में नियुक्त करती है।

[सं. एफ. 9/41/91—बी. प्रो. I (ii)]

New Delhi, the 12th June, 1991

S.O. 1800.—In pursuance of sub-clause (h) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government hereby appoints Shri Sudhir Bhargava, Deputy Secretary, Department of Economic Affairs (Banking Division), New Delhi as a Director of Punjab and Sind Bank vice Shri V. V. Bhat.

[No. F. 9/41/91-BO. I(ii)]

का. आ. 1801.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के खण्ड 3 के उप खण्ड (ज) के अनुसरण में केन्द्रीय सरकार, एतद्वारा नीचे दी

S.O. 1801.—In pursuance of sub-clause (h) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints the persons specified in column (2) of the Table below as Directors of the nationalised banks specified in column (1) thereof in place of the persons specified in column (3) of the said Table :—

TABLE

1	2	3
Indian Overseas Bank	Shri K.G. Goel, Director, Ministry of Finance, Department of Economic Affairs, (Banking Division), New Delhi.	Shri V.V. Bhat
Canara Bank	Shri V.V. Bhat, Director, Ministry of Finance, Department of Economic Affairs, (Banking Division), New Delhi.	Dr. P.J. Nayak

[No. F. 9/41/91-BO. I(i)]/
M.S. SEETHARAMAN, Under Secy.

गयी सारणी के कालम (2) में निविष्ट व्यक्तियों को उक्त सारणी के कालम (3) में निविष्ट व्यक्तियों के स्थान पर कालम (1) में निविष्ट राष्ट्रीयकृत बैंकों का निदेशक नियुक्त करती है:—

सारणी

1	2	3
इण्डियन ओवर सीज बैंक	श्री के. जी. गोयल निदेशक वित्त मंत्रालय आर्थिक कार्य विभाग (बैंकिंग प्रभाग) नयी दिल्ली	श्री बी. वी. भट्ट
केनरा बैंक	श्री बी. वी. भट्ट निदेशक, वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग) नयी दिल्ली	डा. पी. जे. नायक

[सं. एफ. 9/41/91—बी. प्रो. 1(i)]
एम. एस. सीथारामन, अवर सचिव

नई दिल्ली, 13 जून, 1991

(व्यय विभाग)

नई दिल्ली, 4 अप्रैल, 1991

का. भा. 1802.—भारतीय रिजर्व बैंक की संसुति पर, बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा घोषणा करती है कि निम्न-लिखित बैंकों के मामले में 30 जून, 1990 को समाप्त वर्ष के लिए उनके द्वारा उनके तुलन पत्र, लाभ-हानि लेखे एवं लेखा परीक्षक की रिपोर्ट समाचार पत्रों में प्रकाशित करने के संबंध में बैंककारी विनियमन (सहकारी समितियां) नियमावली, 1966 के नियम 10 के साथ पठित उक्त अधिनियम की धारा 31 के उपबंध उन पर लागू नहीं होंगे :

1. दि बालूसेरी को-ऑपरेटिव ग्रबन बैंक लि.
2. दि चंगनाचेरी को-ऑपरेटिव ग्रबन बैंक लि.
3. दि को-ऑपरेटिव ग्रबन बैंक लि., कोट्टाराकारा
4. दि कोडुवायूर को-ऑपरेटिव ग्रबन बैंक लि., कोडुवायूर
5. दि तिरुवल्ला ग्रबन को-ऑपरेटिव बैंक लि., तिरुवल्ला

[सं. 6-5/91-ए. सी.]

पी. के. तेजयान, अवर सचिव

New Delhi, the 13th June, 1991

S.O. 1802.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 31 of the said Act read with Rule 10 of the Banking Regulation (Co-operative Societies) Rules, 1966 shall not apply to the 1. The Balusseri Co-operative Urban Bank Ltd., 2. The Changanacherry Co-operative Urban Bank Ltd., Changanacherry, 3. The Co-operative Urban Bank Ltd., Kottarakara, 4. Koduvayur Co-operative Urban Bank Ltd., 5. Tiruvalla Urban Co-operative Bank Ltd., so far as they relate to their publications of the Balance Sheet and profit and loss accounts for the year ended June 30, 1990 together with the auditor's report in the newspapers.

[F. No. 65/90-AC].

P. K. TEJYAN, Under Secy.

(Department of Expenditure)

New Delhi, the 4th June, 1991

S.O. 1803.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Un-authorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in Column (1) of the Table below, being gazetted officer of Government, to be estate officer for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed, on estate officer, by or under the said Act, within the local limits of his jurisdiction in respect of public premises specified in the corresponding entry in column (2) of the said Table.

TABLE

Designation of the officer.	Categories of public premises and local limits of jurisdiction.
(1)	(2)
Senior Deputy Accountant General (Administration)/ Deputy Accountant General (Administration), Office of the Accountant General, (Accounts and Entitlement) Assam, Guwahati.	Public premises under the administrative control of the Accountant General (Accounts and Entitlement Assam, Guwahati and situated at :— 1. Maidangaon village, Beltola Mouza, District Kamrup. 2. Bersajai village, Beltola Mouza, District Kamrup. 3. Jatia village, Beltola Mouza, District Kamrup.

[F. No.A-11013/2/91-Eg. I]

D. THIYAGES WARAN, Under Secy.

का. भा. 1803.—लोक परिसर (अनाधिकृत दखल-कारों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा नीचे तालिका के कालम (1) में उल्लिखित अधिकारी को, उनके राजपत्रित अधिकारी होने के नाते उक्त अधिनियम के प्रयोजना के सम्पदा अधिकारी नियुक्त करती है। वे उक्त तालिका के कालम (2) में बाद के इंदराज में विनिर्दिष्ट लोक परिसर के संबंध में आने क्षेत्राधिकार की स्थानीय सीमाओं के भीतर उक्त अधिनियम के अंतर्गत या उक्त अधिनियम द्वारा सम्पदा अधिकारी को दी गई इयूटियां निभायेंगे तथा शक्तियों का प्रयोग करेंगे।

कालम

अधिकारी का पदनाम लोक परिसर तथा क्षेत्राधिकार के स्थानीय सीमाओं की श्रेणियां

(1)

(2)

महा लेखाकार (लेखा तथा हकदारी) असम के कार्यालय गुवाहाटी में बरिष्ठ उप महा लेखाकार (प्रशासन)/

उप महालेखाकार (प्रशासन)

महालेखाकार (लेखा तथा हकदारी) असम, गुवाहाटी के प्रशासनिक नियंत्रण के अंतर्गत लोक परिसर तथा निम्नलिखित संस्थानों पर अवस्थित लोक परिसर।

1. मैदान गांव, बेलटोला मौजा, जिला कामरूप
2. गांव बेरसाजये गांव, बेलटोला मौजा, जिला कामरूप
3. जटिया गांव, बेलटोला मौजा, जिला कामरूप।

[फा. सं. ए-11013/2/91-ई. जी. -I]

डी. त्यागेश्वरन, अवर सचिव

भारतीय रिजर्व बैंक
(ग्रामीण आयोजना और ऋण विभाग)

बम्बई, 30 मई, 1991

का. आ. 1804.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 42 की उप-धारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय रिजर्व बैंक एनद्द्वारा क्षेत्रीय ग्रामीण बैंक अधिनियम 1976 (1976 का 21) के अंतर्गत गठित समस्त क्षेत्रीय ग्रामीण बैंकों को भारतीय रिजर्व बैंक अधिनियम 1934 की धारा 42 की उप-धारा (1ए) के उपबंधों से दिनांक 4 मई, 1991 से 31 दिसम्बर, 1992 तक मुक्त करता है।

[ग्रा आ ऋ वि सं. आर एफ एच-11/324-90/91]

RESERVE BANK OF INDIA
(Rural Planning and Credit Department)
Bombay, the 30th May, 1991

S.O. 1804.—In exercise of the powers conferred by sub-section (7) of Section 42 of the Reserve Bank of India Act, 1934 (2 of 1934), the Reserve Bank of India hereby exempts all Regional Rural Banks constituted under the Regional Rural Banks Act, 1976 (21 of 1976) from the provisions of sub-section (1A) of Section 42 of the Reserve Bank of India Act, 1934 for a period from 4 May 1991 to 31 December, 1992.

[RPCD No. RF. H-11/324-90/91]

का. आ. 1805.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का अधिनियम सं. 2) की धारा 42 की उप-धारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय रिजर्व बैंक एनद्द्वारा प्रत्येक राज्य सहकारी बैंक को, जिसे फिलहाल उक्त अधिनियम की दूसरी अनुसूची में शामिल किया गया है, उक्त अधिनियम की धारा 42 की उप-धारा (1ए) के उपबंधों से दिनांक 4 मई 1991 से 31 दिसम्बर 1992 तक मुक्त करता है।

[ग्रा आ ऋ वि सं. आर एफ एच-12 ए. 20/(24)-90/91]

मुम्बई आई. टी. वाज, कार्यपालक निदेशक

S.O. 1805.—In exercise of the powers conferred by sub-section (7) of Section 42 of the RBI Act, 1934 (Act No. 2 of 1934), the Reserve Bank of India hereby exempts every State Co-operative Bank which is for the time being included in the Second Schedule to the said Act from the provisions of sub-section (1A) of Section 42 of the RBI Act, 1934 for a period from 4 May, 1991 to 31 December 1992.

[RPCD No. RF. H-12/A. 20(24)-90/91]

MS I. T. VAZ, Executive Director

विदेश मंत्रालय

(सी पी की प्रभाग)

नई दिल्ली, 14 जून, 1991

का. आ. 1806.—राजनयिक और कौंसुलर अधिकारी (शपथ और शुल्क) अधिनियम 1948 (1948 का 41) की धारा-2 के खण्ड (क) के अनुसरण में केन्द्रीय सरकार निम्नलिखित व्यक्तियों को उनकी तैनाती के स्थान पर 1558 GI/91-2

कौंसुलर एजेंट के रूप में 1-5-1991 से कार्य करने का अधिकार प्रदान करती है:—

सर्वश्री:—

एम. श्रीनिवासन, सहायक, भारत का हाई कमीशन, सिंगापुर
जे. सी. गुलाटी, सहायक, भारत का राजदूतावास, ब्यूनास आयर्स
डी. डी. मदान, सहायक, भारत का राजदूतावास, बहरीन
के. पी. सुब्रामण्यम, सहायक, भारत का राजदूतावास, बेरुत
ए. पी. सिंह, सहायक, भारत का राजदूतावास, रियाद
बी. एस. रावत, सहायक, भारत का राजदूतावास, रियाद
अवतार सिंह, वैयक्तिक सहायक, भारत का कौंसुलावास, सिडनी

[सं. टी-4330/191]

ए. एल. श्रीवास्तव, निदेशक (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS
(CPV Division)

New Delhi, the 14th June, 1991

S.O. 1806.—In pursuance of clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises the following persons to act with effect from 1st May, 1991 as Consular Agents at the station of their posting.

Shri M. Srinivasan, Assistant H.C.I., Singapore.

Shri J. C. Gulati, Assistant, E.I., Buenos Aires.

Shri D. D. Madan, Assistant, E.I., Bahrain.

Shri K. P. Subramaniam, Assistant, E.I., Beirut.

Shri A. P. Singh, Assistant, E.I., Riyadh.

Shri B. S. Rawat, Assistant, E.I., Riyadh.

Shri Awtar Singh, Personal Assistant, C.G.I., Sydney.

[No. T-4330/1/91]

A. L. SRIVASTAVA, Director (Consular)

वाणिज्य मंत्रालय

नई दिल्ली, 13 जून, 1991

का. आ. 1807.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स पेस्ट मोरटम इंडिया प्राइवेट लिमिटेड, पारस शोपिंग सेन्टर, वृकान नं. 2, पंचवटी, जामनगर-361002. को (i) तेल रहित चावल की भूसी और (ii) हड्डियों का चूरा सींग तथा खुरों का निर्यात से पूर्व धुम्कीकरण के लिए इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए इन शर्तों के अधीन मान्यता देती है कि उक्त अभिकरण तेल रहित चावल की भूसी के निर्यात (निरीक्षण) नियम 1966 के नियम 4 के उप नियम (4) तथा हड्डियों का चूरा, सींग तथा खुरों के निर्यात (निरीक्षण) नियम, 1977 के नियम 5 के अन्तर्गत धुम्कीकरण का प्रमाण पत्र देने के लिए उक्त अभिकरण द्वारा अपनाई गई पद्धति की जांच करने के संबंध में निर्यात निरीक्षण परिषद् द्वारा मनोनीत किसी भी अधिकारी को पर्याप्त सुविधाएं देगा।

[फाईल सं. 5(3)/86-ई आई एण्ड ई पी]

MINISTRY OF COMMERCE

New Delhi, the 13th June, 1991

S.O. 1807.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a period of three years from the date of publication of this notification M/s. Pest Mortem (India) Pvt. Ltd., Paras Shopping Centre, Shop No. 2, Panchavati Jamnagar-361002 as an agency for the fumigation of (i) De-oiled Rice Bran and (ii) Crushed Bones, Horns and Hooves prior to their export subject to the condition that the said agency shall give adequate facilities to any officer nominated by the Export Inspection Council in this behalf to examine the method of fumigation followed by the said Agency in granting the certificate of fumigation under sub-rule (4) of rule 4 of the Export of De-oiled Rice Bran (Inspection) Rules, 1966 and rule 5 of the Export of Crushed Bones, Horns and Hooves (Inspection) Rules, 1977.

[File No. 5(3)/86-EI&EP]

का. आ. 1808.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स टाटा इंजिनियरिंग एण्ड लोकोमोटिव कम्पनी लिमिटेड, पुणे 411018 में विनिर्मित डीजल इंजिनों का निर्यात से पूर्व निरीक्षण करने के लिए मैसर्स टाटा इंजिनियरिंग एण्ड लोकोमोटिव कम्पनी लिमिटेड को जिनका रजिस्ट्रीकृत कार्यालय, बम्बई हाउस 24, होमीमोदी स्ट्रीट, बम्बई 400023 में है, 16 मई, 1991 से तीन और वर्ष की अवधि के लिए का. आ. 1477, तारीख 16 मई, 1981 के अनुसार अधिसूचित शर्तों के अधीन रहते हुए, अभिकरण के रूप में मान्यता देती है।

[फाईल सं. 5/2/86-ई आई एण्ड ई पी]

S.O. 1808.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a further period of three years with effect from 16th May, 1991, M/s. Tata Engineering and Locomotive Company Limited having their registered office at Bombay House, 24, Homi Mody Street, Bombay-400 023 as the agency for inspection of diesel engines manufactured at M/s. Tata Engineering and Locomotive Company Limited, Pimpri, Pune-411 018 prior to export, subject to the conditions notified vide S. O. 1477, dated 16th May, 1981.

[F. No. 5/2/86-EI&EP]

का. आ. 1809.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स टाटा इंजिनियरिंग एण्ड लोकोमोटिव कम्पनी लिमिटेड, जमशेदपुर-10 में विनिर्मित डीजल इंजिन का निर्यात से पूर्व निरीक्षण करने के लिए मैसर्स टाटा इंजिनियरिंग एण्ड लोकोमोटिव कम्पनी लिमिटेड को, जिना रजिस्ट्रीकृत कार्यालय, बम्बई हाउस, 24, होमी मोदी स्ट्रीट, बम्बई —400023 में है, 16 मई 1991 से तीन और वर्ष की अवधि के लिए का. आ. 1476 तारीख 16 मई, 1981 के अनुसार अधिसूचित शर्तों के अधीन रहते हुए, अभिकरण के रूप में मान्यता देती है।

[फा. सं. 5/2/88-ई आई एण्ड ई पी.]

S.O. 1809.—In exercise of the powers conferred by Sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a further period of three years with effect from 16th May, 1991 M/s. Tata Engineering and Locomotive Company Limited, having their registered office at Bombay House, 24 Homi Mody Street, Bombay-400023, as the agency for inspection of diesel engines manufactured at M/s. Tata Engineering and Locomotive Company Limited, Jamshedpur-10, prior to export, subject to the conditions notified vide S. O. 1476 dated 16th May, 1981.

[F. No. 5/2/88-EI&EP]

का. आ. 1810.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स टाटा इंजिनियरिंग एण्ड लोकोमोटिव कम्पनी लिमिटेड, जमशेदपुर-10 में विनिर्मित आटोमोबाइल के पुर्जों संघटकों और उपसाधनों का निर्यात से पूर्व निरीक्षण करने के लिए मैसर्स टाटा इंजिनियरिंग एण्ड लोकोमोटिव कम्पनी लिमिटेड को, जिनका रजिस्ट्रीकृत कार्यालय बम्बई हाउस 24 होमी मोदी स्ट्रीट बम्बई, 400023 में है, 16 मई, 1991 से तीन और वर्ष की अवधि के लिए का. आ. 1481 तारीख 16 मई, 1981 के अनुसार अधिसूचित शर्तों के अधीन रहते हुए, अभिकरण के रूप में मान्यता देती है।

[फा. सं. 5/2/88-ई आई एण्ड ई पी]

S.O. 1810.—In exercise of the powers conferred by Sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a further period of three years with effect from 16th May, 1991 M/s. Tata Engineering and Locomotive Company Limited, having their registered office at Bombay House, 24, Homi Mody Street, Bombay-400 023, as agency, for inspection of automobile spares, components and accessories manufactured at M/s. Tata Engineering and Locomotive Company Limited, Jamshedpur-10 prior to export, subject to the conditions notified vide S. O. 1481, dated 16th May, 1981.

[F. No. 5/2/88-EI&EP]

का. आ. 1811.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स टाटा इंजिनियरिंग एण्ड लोकोमोटिव कम्पनी लिमिटेड, पुणे—411018 विनिर्मित आटोमोबाइल के पुर्जों संघटकों और उपसाधनों का निर्यात से पूर्व निरीक्षण करने के लिए मैसर्स टाटा इंजिनियरिंग एण्ड लोकोमोटिव कम्पनी लिमिटेड को जिनका रजिस्ट्रीकृत कार्यालय बम्बई हाउस, 24 होमीमोदी स्ट्रीट, बम्बई 400023 में स्थित है, 16 मई, 1991 से तीन और वर्ष की अवधि के लिए का. आ. 1482, तारीख 16 मई, 1981 के अनुसार अधिसूचित शर्तों के अधीन रहते हुए, अभिकरण के रूप में मान्यता देती है।

[फा. सं. 5/2/88-ई आई एण्ड ई पी]

ऐ. के. चौधरी, निदेशक

S.O. 1811.—In exercise of the powers conferred by Sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a further period of three years with effect from 16th May, 1991, M/s. Tata Engineering and Locomotive Company Limited having their registered office at Bombay House, 24 Homi Mody Street, Bombay-400 023 as the agency for inspection of the automobile spares, components and accessories, manufactured at M/s. Tata Engineering and Locomotive Company Limited, Pimpri, Pune-411018, prior to export, subject to the conditions notified vide S. O. 1482, dated 16th May, 1981.

[F. No. 5/2/88-EI&EP]

A. K. CHAUDHURI, Director

(मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

आदेश

नई दिल्ली, 13 जून, 1991

का. आ. 1812.—मैं इण्डियन एक्रिलिक्स लि., ए सी ओ नं. 49-50, सैक्टर 26-डी, मध्य मार्ग, चण्डीगढ़, पंजाब को एशियाई विकास बैंक से प्राप्त ऋण के अन्तर्गत जारी किए गए पूंजीगत माल के आयात के लिए 46,45,890 रुपये (छियालिस लाख, पैतालीस हजार आठ सौ नब्बे रुपये मात्र) का एक आयात लाईसेंस सं. 1/सी जी/2045120 दिनांक 2-2-90 प्रदान किया गया था।

फर्म ने उपर्युक्त आयात लाईसेंस की मुद्रा नियंत्रण प्रति/सीमा शुल्क प्रयोजन प्रति की दूसरी प्रति इस आधार पर जारी करने के लिए आवेदन किया है कि आयात लाईसेंस की मूल मुद्रा नियंत्रण प्रति/सीमा शुल्क प्रयोजन प्रति खो गई है। यह भी बताया गया है कि आयात लाईसेंस की मुद्रा नियंत्रण प्रति/सीमा शुल्क प्रयोजन प्रति को बम्बई के सीमाशुल्क प्राधिकारी से पंजीकृत करा लिया गया है लेकिन मुद्रा नियंत्रण प्रति/सीमा शुल्क प्रयोजन प्रति का पूरा मूल्य अभी प्रयुक्त किया जाना है।

अपने तर्क के समर्थन में लाईसेंसधारी ने नोटरी पब्लिक, चण्डीगढ़ के समक्ष विधिवत शपथ लेकर स्टाम्प पेपर पर एक हलफनामा दाखिल किया है। तदनुसार मैं संतुष्ट हूँ कि आयात लाईसेंस सं. 1/सी जी / 2045120 दिनांक मु-2-2-90 की मूल व्रा नियंत्रण प्रति/सीमा शुल्क प्रति फर्म

से खो या गुम हो गई है। यथासंशोधित आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 के उप खण्ड 9(गग) के अन्तर्गत प्रदत्त अधिकारों का प्रयोग करते हुए मैं इण्डियन एक्रिलिक्स लि., चण्डीगढ़ पंजाब को जारी की गई उक्त मूल मुद्रा नियंत्रण प्रति/सीमा शुल्क प्रयोजन प्रति सं. 1/सीजी/2045120 दिनांक 2-2-90 एतद्वारा निरस्त की जाती है।

पार्टी को उक्त लाईसेंस की दूसरी मुद्रा नियंत्रण प्रति/सीमाशुल्क प्रयोजन प्रति अलग से जारी की जा रहा है।

[फा. सं. सी जी II / टी डी एफ/73/90-91/236]

एस.पी. शर्मा, उप मुख्य नियंत्रक (आयात-निर्यात)

(Office of the Chief Controller of Imports & Exports)

ORDERS

New Delhi, the 13th June, 1991

S.O. 1812.—M/s. Indian Acrylics Ltd., SCO No. 49-50, Sector 26-D, Madhya Marg Chandigarh, Punjab were granted an Import licence No. 1/CG/2045120 dated, 2-2-90 for Rs. 46,45,890 (Rupees Forty six lakhs Forty five thousands eight hundred and ninety only) for Import of capital goods issued under loan from Asians Development Bank.

The Firm has applied for issue of duplicate copy of Exchange control copy/custom purpose copy of the above mentioned Import licence on the ground that the original Exchange control copy/custom purpose copy of the Import licence has been lost. It has further been stated that the Exchange control copy/custom purpose copy of the Import licence has been registered with Bombay Custom Authority but the entire value of Exchange control copy/custom purpose copy is yet to be utilised.

In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public Chandigarh. I am accordingly satisfied that the original Exchange Control copy/Custom copy of Import licence No. 1/CG/2045120 dated 2-2-90 has been lost or misplaced by the firm. In exercise of the powers conferred under sub-clause 9(cc) of the Import (control) Order, 1955 dt. 7-12-55 as amended the said original Exchange Control copy/Custom purpose copy No. 1/CG/2045120 dated 2-2-90 issued to M/s. Indian Acrylics Ltd. Chandigarh, Punjab is hereby cancelled.

A duplicate Exchange Control copy/Custom purpose copy of the said licence is being issued to the party separately.

[F. No. CGII/TDF/73/90-91/236]

S. P. SHARMA, Dy. Chief Controller of Imp. & Exp.

वस्त्र मंत्रालय

MINISTRY OF TEXTILES

नई दिल्ली, 2 मई, 1991

New Delhi, the 2nd May, 1991

का. आ. 1813.—श्री एस. नारायणन, जिन्हें 16 मई, 1991 के अपराह्न से इस मंत्रालय में संयुक्त सचिव के रूप में नियुक्त किया गया है, वस्त्र मंत्रालय में नये भुगतान आयुक्त की नियुक्ति होने तक मंत्रालय की अधिसूचना सं. का. आ. 496(ई) तारीख 15-6-90 के अनुसार पहले की तरह भुगतान आयुक्त के रूप में अपना कार्य करते रहेंगे।

S.O. 1813.—Shri S. Narayanan who has been appointed as Joint Secretary in this Ministry with effect from the afternoon of 16th May, 1991 will continue to hold his earlier charge as Commissioner of Payments under the Ministry of Textiles as per the Ministry's Notification under S.O. 496(E) dated 15-6-90 until a new Commissioner of Payments is appointed.

[फा सं. ए-12022/5/90 स्था]

[F. No. A-12022/5/90-Estt.]

एन. लंका, अवर सचिव

N. LANKA, Under Secy.

खाद्य एवं नागरिक पूर्ति मंत्रालय

(नागरिक पूर्ति विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 4 जून, 1991

का.आ. 1814 :—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 6 के उपविनियम (3) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा नीचे अनुसूची में दिए गए उत्पादों की मुहरांकन फीस अधिसूचित करता है।

अनुसूची

क्र. सं.	उत्पाद/उत्पाद की श्रेणी	भारतीय मानक की संख्या और वर्ष	इकाई	प्रति इकाई मुहरांकन फीस	लागू होने की तिथि
(1)	(2)	(3)	(4)	(5)	(6)
1.	अल्प इस्पात डलबां इस्पात, प्राईडिंग मीडिया	आईएस : 6078-1980	एक टन	रु. 5.00 नोट : मुहरांकन शुल्क की दर में परिवर्तन किया गया है जो दिनांक 1989-08-01 से लागू होगा। रु. 10.00 सभी इकाईयों के लिए (इकाई एक टन)	1986-05-18
2.	कैपटेन 50% डब्ल्यू डी पी	आईएस : 11785-1986	100 किलो	रु. 20.00	1990-12-01

MINISTRY OF FOOD AND CIVIL SUPPLIES
(Department of Civil Supplies)
BUREAU OF INDIAN STANDARDS

New Delhi, the 4th June, 1991

S.O.1814.—In pursuance of Sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby, notifies the marking fee(s) for the products given in the schedule :



THE SCHEDULE

Sl. No.	Product/Class of Product	No. and year of Indian Standard	Unit	Marking fee per unit	Date of Effect
(1)	(2)	(3)	(4)	(5)	(6)
1.	Low alloy cast steel grinding media	IS : 6079—1980	One Tonne	Rs. 5.00 Note : Rate of marking fee has since been revised as under with effect from 1989-08-01 : Rs. 10.00 All Units (Unit—1 Tonne)	1986-05-16
2.	Captan 50% WDP	IS : 11785—1986	100 Kg	Rs. 20.00	1990-12-01

[No. CMD/13 : 10]

का.आ. 1815—भारतीय मानक ब्यूरो नियम, 1987 के नियम 9 के उप नियम (1) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए भारतीय मानकों सम्बन्धी मानक मुहर के डिजाइन निर्धारित कर दिए गए हैं :



अनुसूची

०. मानक मुहर का डिजाइन १.	उत्पाद/उत्पाद की श्रेणी	संबद्ध भारतीय मानक की संख्या और वर्ष	लागू होने की तिथि	
1)	(2)	(3)	(4)	(5)
	अल्प मिश्रधातु डलवां इस्पात ग्राइडिंग मीडिया	आईएस : 6079-1980		1986-05-16
	कैप्टन 50% डब्ल्यू डी पी	आईएस : 11785-1986		1990-12-01

[सं. के प्रवि/13 : 9]

S.O.1815.—In pursuance of Sub-rule (1) of the rule 9 of Bureau of the Indian Standards Rules, 1987 the Bureau of Indian Standards, hereby notifies the Standard Mark(s), for the Indian Standards given in the schedule :

SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and year of the Indian Standard	Date of Effect
(1)	(2)	(3)	(4)	(5)
		Low alloy cast steel grinding media	IS - 6079—1980	1986-05-16
		Captan 50% WDP	IS : 11785—1986	1990-12-01

[No. CMD/13 : 9]

नई दिल्ली, 5 जून 1991

का.प्रा. 1816:—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 6 के उपविनियम (3) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा नीचे अनुसूची में दिए गए उत्पादों की मुहरांकन फीस आधसूचित करता है।

अनुसूची

क्र. सं.	उत्पाद/उत्पाद की श्रेणी	भारतीय मानक की संख्या और वर्ष	इकाई	प्रति इकाई मुहरांकन फीस	लागू होने की तिथि
(1)	(2)	(3)	(4)	(5)	(6)
1.	पोटेशियम बाइक्रोमेट	आईएस : 250-1964	एक टन	1. रु. 35.00 पहली 100 2. रु. 20.00 शेष नोट : मुहरांकन शुल्क की दर में परिवर्तन किया गया है जो दिनांक 1989-03-01 से लागू होगा। रु. 30.00 सभी इकाइयों के लिए (इकाई एक टन)	1986-01-01
2.	पाकी बनाने के कृण	आईएस : 4580-1986	ए कृण	3 पैसे	1984-06-16
3.	मोनोक्लोरो एसिटिक अम्ल	आईएस : 5592-1981	1 किलोग्राम	1. 0.02 पहली 2 लाख 2. 0.01 अगली 2 लाख 3. 0.05 शेष नोट :—मुहरांकन शुल्क की दर में परिवर्तन किया गया है जो दिनांक 1989-04-01 से लागू होगा। 1. रु. 0.04 पहली 200000 3. रु. 0.02 शेष (यूनिट—1 किग्रा)	1986-01-01
4.	जिक आक्साइड—यूजिनाल द्रव्य छाप लेप	आईएस : 6037-1970	1 किलोग्राम	50 पैसे	1984-05-16
5.	भाप हस्तरी	आईएस : 6290-1986	एक नग	रु. 0.06	1990-08-16
6.	कैप्सूलबंद वानेवार कार्बोफ्यूरेन	आईएस : 9360-1980	एक एमटी	1. रु. 50.00 पहली 250 2. रु. 30.00 अगली 500 3. रु. 10.00 शेष	1984-11-16
7.	105° से. पर प्रचालित निमज्जय मोटर के लिए पीबीसी रोहित ब्रेस्टन तार	आईएस : 10051-1981	1000 मीटर	1. रु. 1.50 पहली 5000 2. रु. 1.00 शेष	1990-10-01
8.	सीमेंट पैकिंग के लिए पटसन के संशिलष्ट यूनियस कस्टे	आईएस : 12174-1987	एक टन	रु. 7.00	1990-09-01
9.	घरेलू उपयोग के लिए गैर एल्कोहलीय पेय सांख	आईएस : 13019-1990	1 किग्रा	1. रु. 0.25 पहली 100000 2. रु. 0.10 शेष	1991-02-16

[सं. के. प्र. वि/13 : 10]

New Delhi, the 5th June, 1991

S.O. 1816:—In pursuance of Sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby, notifies the marking fee(s) for the products given in the schedule :

SCHEDULE






Sl. No.	Product/Class of Product	No. and years of Indian Standard	Unit	Marking fee per unit	Date of Effect
(1)	(2)	(3)	(4)	(5)	(6)
1.	Pottassium Bichromate	IS : 250-1964	1 Tonne	(i) Rs. 35.00 First 100 (ii) Rs. 20.00 Remaining	1986-01-01





(1)	(2)	(3)	(4)	(5)	(6)
<p>Note : Rate of marking fee has since been revised as under with effect from 198 9-03-01 : Rs. 30.00 All units (Unit-One Tonne)</p>					
2.	Brushes, Shaving	IS : 4580—1986	One Brush	3 Paise	198 4-06-16
3.	Monochloro Acetic Acid	IS : 5592—198 1	1 Kg	(i) 0.02 First 2 Lakhs (ii) 0.01 Next 2 Lakhs (iii) 0.005 Remaining	1986-01-01
<p>Note :— Rate of marking fee has since been revised as under with effect from 198 9-04-01 : (i) Re. 0.04 First 200000 (ii) Re 0.02 Remaining (Unit-1 Kg)</p>					
4.	Zinc Oxide-Eugenol Dental Impression Paste.	IS : 6037—1970	1 Kg	50 Paise	198 4-05-16
5.	Steam Irons	IS : 6290— 198 6	One Piece	Re. 0.60	1990-08-16
6.	Carb ofuran Granules Encapsulated	IS : 9360— 1980	1 MT	(i) Rs. 50.00 First 250 (ii) Rs. 30.00 Next 500 (iii) Rs. 10.00 Remaining	198 4-11-16
7.	PVC insulated winding wires for submersible motors for 105°C operation	IS : 10051—198 1	1000 metres	(i) Rs. 1.50 First 5000 (ii) Re 1.00 Remaining	1990-10-01
8.	Jute Synthetic Union Bags for Packing Cement.	IS : 12174—1987	One Tonne	Rs. 7.00	1990-09-01
9.	Non-alcholic beverage bases (Concentrated) for Domestic use.	IS : 13019—1990	1 Kg	(i) Rs. 0.25 First 100000 (ii) Rs. 0.10 Remaining	1991-02-16

[No. CMD/13 : 10]

का.भा. 1817:—भारतीय मानक ब्यूरो नियम, 1987 के नियम 9 के उपनियम (1) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए भारतीय मानकों सम्बन्धी मानक मुहर के डिजाइन निर्धारित कर दिए गए हैं :

अनुसूची

क्र. सं.	मानक मुहर का डिजाइन	उत्पाद/उत्पाद की श्रेणी	भारतीय मानक की सं. और वर्ष	लागू होने की तारीख
1	2	3	4	
1.		पोटेशियम बाईट्रोमेट	आईएस : 250—1964	1986-01-01
2.		बाड़ी बनाने के ब्रुश	आईएस : 4580—1986	198 4-06-16
3.		मोनोक्लोरो एमिटिक अम्ल	आईएस : 5592—1981	1986-01-01
4.		चिक धाक्साइड-यूजिनॉल दंत्य छाप लेपी	आईएस : 6037—1970	1984-05 15
5.		भाप इस्तर	आईएस : 6290—1986	1980-08-16










(1)	(2)	(3)	(4)	(5)	(6)
6.	IS: 9360 	कैस्यूलबंद घामेदार कार्बोफ्युरेन	आईएस : 9360-1980		1984-11-16
7.	IS: 10051 	105° से. पर प्रचालित निमज्ज्य मोटर के लिए पीवीसी रोषित वेष्टन तार	आईएस : 10051-1981		1990-10-01
8.	IS: 12174 	सीमेंट पैकिंग के लिए पटसन के संश्लिष्ट यूनियन कट्टे	आईएस : 12174-1987		1990-09-01
9.	IS: 13019 	घरेलू प्रयोग के लिए गैर एल्कोहलीय पेय सांद्र	आईएस : 13019-1990		1991-02-16

[सं. के.प्र.वि./13: 9]

एस. सुब्रह्मण्यन, अपर महानिदेशक

S.O.1817:—In pursuance of Sub-Rule (1) of the rule 9 of Bureau of the Indian Standards Rules, 1987 the Bureau of Indian Standards, hereby notifies the Standard Mark(s), for the Indian Standards given in the schedule :

SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and year of the Indian Standard	Date of Effect
(1)	(2)	(3)	(4)	(5)
1.	IS: 250 	Pottassium Bichromate	IS : 250—1964	198 6-01-01
2.	IS: 4580 	Brushes, Shaving	IS : 4580—1986	198 4-06-16
3.	IS: 5592 	Monochloro Acetic Acid	IS : 5592—198 1	198 6-01-01
4.	IS: 6037 	Zinc Oxide-Eugenol Dental Impression Paste.	IS : 6037—1970	198 4-05-16
5.	IS: 6290 	Steam Irons	IS : 6290—1986	1990-08 -16
6.	IS: 9360 	Carbofuran Granules Encapsulated	IS : 9360—1980	198 4-11-16
7.	IS: 10051 	PVC insulated winding wires for submersible motors for 105°C operation	IS : 10051—1981	1990-10-01
8.	IS: 12174 	Jute Synthetic Union Bags for Packing Cement	IS : -12174—1987	1990-09-01
9.	IS: 13019 	Non-alcoholic beverage bases (Concentrated) for Domestic use.	IS : 13019—1990	1991-02-16

[No. CMD/13:

S. SUBRAMANYAN, Addl. Director General

कल्याण संज्ञा

नई दिल्ली, 13 जून, 1991

का.घा. 1818—दरगाह ख्वाजा साहब अधिनियम, 1955 की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के कल्याण मंत्रालय की अधिसूचना संख्या का.घा. 2146, तारीख 30 जुलाई, 1990 द्वारा लैफ्टीनेंट कर्नल मुहम्मद उस्मान (सेवा निवृत्त) को दरगाह ख्वाजा साहब, अजमेर के नाज़िम के रूप में 2-8-1990 से आगे आदेश होने तक नियुक्त किया गया था;

और लैफ्टीनेंट कर्नल मुहम्मद उस्मान (सेवा निवृत्त) ने दरगाह ख्वाजा साहब, अजमेर के नाज़िम का पद 20-1-1991 (पूर्वाह्न) से त्याग दिया है;

अतः अब लैफ्टीनेंट कर्नल मुहम्मद उस्मान (सेवा निवृत्त) दरगाह ख्वाजा साहब, अजमेर के नाज़िम का पद त्याग देने के फलस्वरूप 20 जनवरी, 1991 के पूर्वाह्न से दरगाह ख्वाजा साहब, अजमेर के नाज़िम नहीं रहे।

[सं. 11(11)/89-वक्फ (वालयूम-2)]

शशि भूषण, उप सचिव

MINISTRY OF WELFARE

New Delhi, the 13th June, 1991

S.O. 1818.—Whereas in the notification No. S.O. 2146 dated 30th July, 1991, the Government of India, Ministry of Welfare, in exercise of the powers conferred by sub-section (1) of section 9 of the Durgah Khawaja Saheb Act, 1955 had appointed Lt. Col. Mohammad Usman (Rtd.), as Nazim of the Durgah Khawaja Saheb, Ajmer with effect from 2nd day of August, 1990 until further orders;

And whereas Lt. Col. Mohammad Usman (Rtd.) has relinquished the office of Nazim of the Durgah Khawaja Saheb, Ajmer with effect from 20-1-1991 (forenoon);

Now, therefore, by virtue of the relinquishment of the post of Nazim of the Durgah Khawaja Saheb, Ajmer by Lt. Col. Mohammad Usman (Rtd.), he ceases to be the Nazim of the Durgah Khawaja Saheb, Ajmer with effect from the forenoon of 20 January, 1991.

[No. 11(11)/89-Wakf(Vol.II)]
SHASHI BHUSHAN, Dy. Secy.

ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 4 जून, 1991

का.घा. 1819—इस विभाग के दिनांक 11 सितम्बर, 1987 एवम दिनांक 15-3-91 की जनसंख्याक अधिसूचना के अनुसरण में एतद्द्वारा यह अधिसूचित किया जाता है कि कोयला खान (राष्ट्रीयकरण) अधिनियम, 1973 के अन्तर्गत भुगतान आयुक्त के पद पर श्री एम.एन. विश्वास भा.प्र.से. (बिहार : 66) को दिनांक 30 जून, 1991 तक अथवा अगले आदेश जारी होने तक, इसमें जो भी पहले हो, नियुक्त रखा जायेगा।

[सं. ए-12022/6/86-सी.ए. प्रशासन-1(ii)]

पी.के.जी. नायर, अव्वर सचिव

MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 4th June, 1991

S.O. 1819.—In continuation of this Department's Notification of even number dated 11th September, 1987 and dated 15th March, 1991, it is hereby notified that the appointment of Shri S. N. Biswas, IAS (BH : 66) as Commissioner of Payments under the Coal Mines (Nationalisation) Act, 1973 shall continue till 30th June, 1991 or until further orders whichever is earlier.

[No. A-12022/6/86-CA/ADM.I(II)]

P. K. G. NAIR, Under Secy.

आदेश

नई दिल्ली, 5 जून, 1991

का.घा. 1820—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) उक्त की धारा 9 की उपधारा (1) के अधीन जारी की गई भारत क राजपत्र भाग 2 खंड 3 उपखंड (ii) तारीख 26 मई, 1990 में भारत सरकार के ऊर्जा मंत्रालय कोयला विभाग की अधिसूचना सं. का. आ. 1500, तारीख 7 मई, 1990 के प्रकाशन उक्त अधिसूचना से उपाय अनुसूची में वर्णित भूमि और अधिकार जिन्हें इसमें इसक पश्चात् उक्त भूमि कहा गया है उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन सभी विल्लंगनों से मुक्त केन्द्रीय सरकार में पूर्ण रूप से निहित हो जायेंगे;

और केन्द्रीय सरकार का यह समाधान हो गया है कि साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, बिलासपुर (मध्य प्रदेश) (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है) ऐसे निबंधनों और शर्तों का अनुपालन करने के लिये राजामंड है जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना ठीक समझे;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि और उक्त भूमि में और उस पर इस प्रकार निहित अधिकार, 26 मई, 1990 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाय, उक्त सरकारी कंपनी में निम्नलिखित निबंधनों और शर्तों के अधीन रहने हुए निहित हो जायेंगे, अर्थात्:—

(1) उक्त सरकारी कंपनी उक्त अधिनियम के उपबन्धों के अधीन यथा अवधारित प्रतिकर, ब्याज, मुकसानी और वैसी ही अन्य बातों के बारे में किये गये सभी संस्थाओं की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;

(2) शर्त (1) के अधीन उक्त सरकारी कंपनी द्वारा केन्द्रीय सरकार को संवेय रकम के अवधारण के प्रयोजन के लिये एक अधिकरण गठित किया जायेगा और ऐसे अधिकरण तथा अधिकरण की सहायता के लिये नियुक्त व्यक्तियों के संबंध में उपास्त सभी व्यय उक्त सरकारी

कंपनी द्वारा वहन किये जायें और इसी प्रकार उक्त भूमि में या उस पर इस प्रकार निहित सभी अधिकारों के सहे या उनके संबंध में सभी विधिक कार्यवाहियों जैसे क्षमिल आदि की बाबत उपगत सभी व्यय भी उक्त सरकारी कंपनी द्वारा वहन किये जायेंगे;

(3) उक्त सरकारी कंपनी केन्द्रीय सरकार या उसके अधिकारियों की ऐसे किसी अन्य व्यय के लिये क्षतिपूर्ति करेगी जो इस प्रकार निहित उक्त भूमि में या उस पर अधिकारों की बाबत केन्द्रीय सरकार या उसके अधिकारियों द्वारा या उनके विरुद्ध किसी कार्यवाही के संबंध में आवश्यक हों;

(4) उक्त सरकारी कंपनी को केन्द्रीय सरकार के पूर्वानुमोदन के बिना उक्त भूमि किसी अन्य व्यक्ति को अंतरित करने की कोई शक्ति नहीं होगी; और

(5) उक्त सरकारी कंपनी ऐसे निदेशों और शर्तों का अनुपालन करेगी जो उक्त भूमि के विनिर्दिष्ट क्षेत्रों के लिये केन्द्रीय सरकार द्वारा आवश्यकतानुसार दिये जायें या अधिरोपित किये जायें।

[सं. 43019/8/84-सी ए/एस एस डब्ल्यू]

बी.बी. राव, प्रवर सचिव

ORDER

New Delhi, the 5th June, 1991

S.O. 1820:—Whereas on the publication of the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 1500, dated the 7th May, 1990, in the Gazette of India, part II, section 3, sub-section (ii) dated the 26th May, 1990 issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and rights described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas the Central Government is satisfied that the South Eastern Coalfields Limited, Bilaspur (Madhya Pradesh) (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the said lands and rights in or over the said lands so vested shall, with effect from 26th May, 1990, instead of continuing to so vest in the Central Government, vest in the said Government Company, subject to the following terms and conditions, namely:—

- (1) The said Government Company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act.
- (2) A tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the said Government Company under condition (1), and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the said Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with rights, in or over the said lands, so vesting shall also be borne by the said Government Company;

(3) The said Government Company shall indemnify the Central Government or its Officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its Officials regarding the rights in or over the said lands so vesting;

(4) The said Government Company shall have no power to transfer the said lands to any other person without the previous approval of the Central Government; and

(5) The said Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[Ni. 43019/8/84-CA/LSW]

B. B. RAO, Under Secy.

नागर विमानन मंत्रालय

नई दिल्ली, 30 अप्रैल, 1991

का.आ. 1821—भारत अन्तर्राष्ट्रीय विमानपत्तन प्राधिकरण अधिनियम, 1971 (1971 का 43) के खंड 3 के उपखंड 3 में निहित शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा नागर विमानन मंत्रालय में संयुक्त सचिव, श्री ए.एम. भारद्वाज को सत्काल से तीन वर्ष की अवधि के लिये अथवा उनके वर्तमान पद छोड़ने तक, जो भी पहले हो, श्री पी.के. बैनर्जी संयुक्त सचिव के स्थान पर भारत अन्तर्राष्ट्रीय विमानपत्तन प्राधिकरण के निदेशक मंडल में अंशकालिक मध्य नियुक्त करती है।

[सं. एसी-24027/1/85-एए(बीई)]

एन.के. अरोड़ा, प्रवर सचिव

MINISTRY OF CIVIL AVIATION

New Delhi, the 30th April, 1991

S.O. 1821.—In exercise of the powers conferred by Sub-Section 3 of Section 3 of the International Airports Authority Act, 1971 (43 of 1971), the Central Government hereby appoints Shri A. M. Bhardwaj, Joint Secretary, Ministry of Civil Aviation as a part time Member on the Board of the International Airports Authority of India with immediate effect for a period of three years or till he demits the present office, whichever is earlier, vice Shri P. K. Banerji, Joint Secretary.

[No. AV-24027/1/85-AA(VE)]

S. K. ARORA, Under Secy.

कल-भूतल परिवहन मंत्रालय

(नौवहन पक्ष)

नई दिल्ली, 13 जून, 1991

का.आ. 1822—केन्द्रीय सरकार, वाणिज्य पोत परिवहन (भारत रेखा) नियम, 1979 (जिसे हममें हमके पश्चात् उक्त नियम कहा गया है) के नियम 2 के खंड (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इसमें उपाखंड अनुसूची के स्तम्भ 2 में विनिर्दिष्ट वर्गीकरण सोमाइटी को, उक्त नियम के प्रयोजनों के लिये, उक्त अनुसूची के स्तम्भ 3 में तदस्थानी प्रविष्टि में विनिर्दिष्ट पोतों के संबंध में, हममें विनिर्दिष्ट

सीमाओं के भीतर कार्य करने के लिये, इस अधिसूचना के प्रकाशित होने की तारीख से 2 वर्ष की अवधि के लिये, समनुदेशन प्राधिकारी नियुक्त करती है।

परन्तु, केन्द्रीय सरकार, राजपत्र में प्रकाशित आदेश द्वारा किसी वर्गीकरण सोमाइटी की नियुक्ति की अवधि को उक्त दो वर्ष से घटाकर कम कर सकती है यदि केन्द्रीय सरकार का, उस वर्गीकरण सोमाइटी के कार्यपालन और उसकी लगातार सेवाओं के संबंध में विचार करने के पश्चात् यह समाधान हो जाना है कि उसकी नियुक्ति की अवधि को इस प्रकार कम किया जाना चाहिये।

अनुसूची

क्र.	वर्गीकरण सोमाइटी सं.	सीमाएं
(1)	(2)	(3)
1.	अमेरिकन ब्यूरो ऑफ शिपिंग मिटी आइस ब्रिल्लिंग पेरिन नरीमन स्ट्रीट, मुम्बई-400001	(1) स्थोरा या यात्रियों को ले जाने वाले ऐसे पोतों की दशा में जो, या तो :— (क) कुल 150 टन या अधिक के हैं या जिनके नोतल 21 जुलाई, 1968 से पहले रखे गये हैं, अथवा (ख) जिनकी लंबाई 24 मीटर या अधिक है और जिनके नोतल 21 जुलाई, 1968 से पहले रखे गये हैं।
2.	डेट बोर्स के वेरिटास, 96/98, नवां तल, मेकर टावर, "एफ" केफ परेड, मुम्बई-400005	(1) स्थोरा या यात्रियों को ले जाने वाले ऐसे पोतों की दशा में, जो, या तो :— (क) कुल 150 टन या अधिक के हैं या जिनके नोतल 21 जुलाई, 1968 से पहले रखे गये हैं, अथवा (ख) जिनकी लंबाई 24 मीटर या अधिक है और जिनके नोतल 21 जुलाई, 1968 से पहले रखे गये हैं।
3.	जर्मेनिशर लाँड 32, राम जी भाई कमाना मार्ग, एरिवसन और रिचर्ड्स मुम्बई-400038	(1) स्थोरा या यात्रियों को ले जाने वाले ऐसे पोतों की दशा में जो, या तो :— (क) कुल 150 टन या अधिक के हैं या जिनके नोतल 21 जुलाई, 1968 से पहले रखे गये हैं, अथवा (ख) जिनकी लंबाई 24 मीटर या अधिक है और जिनके नोतल 23 जुलाई, 1968 से पहले रखे गये हैं।

(1)	(2)	(3)
4.	लॉयड रजिस्टर ऑफ शिपिंग, तुलसियानी चैम्बर्स, नरीमन प्वाइंट, मुम्बई-400021	(1) स्थोरा या यात्रियों को ले जाने वाले ऐसे पोतों की दशा में जो, या तो :— (क) कुल 150 टन या अधिक के हैं या जिनके नोतल 21 जुलाई 1968 से पहले रखे गये हैं, अथवा (ख) जिनकी लंबाई 24 मीटर या अधिक है और जिनके नोतल 21 जुलाई, 1968 से पहले रखे गये हैं।
5.	निप्पन कैजी क्योर्कई, 105, मेकर चैम्बर, नरीमन प्वाइंट, मुम्बई-400001	(1) स्थोरा या यात्रियों को ले जाने वाले ऐसे पोतों की दशा में जो, या तो :— (क) कुल 150 टन या अधिक के हैं या जिनके नोतल 21 जुलाई 1968 से पहले रखे गये हैं, अथवा (ख) जिनकी लंबाई 24 मीटर या अधिक है और जिनके नोतल 21 जुलाई, 1968 से पहले रखे गये हैं।
6.	ब्यूरो रेंडिटास 75, निर्माण भवन, नरीमन प्वाइंट, मुम्बई-400021	(1) स्थोरा या यात्रियों को ले जाने वाले ऐसे पोतों की दशा में जो, या तो :— (क) कुल 150 टन या अधिक के हैं या जिनके नोतल 21 जुलाई, 1968 से पहले रखे गये हैं, अथवा (ख) जिनकी लंबाई 24 मीटर या अधिक है और जिनके नोतल 21 जुलाई, 1968 से पहले रखे गये हैं।
7.	इण्डियन रजिस्टर ऑफ शिपिंग, 72, मेकर टॉवर, "एफ" (7वां तल) केफ परेड, मुम्बई-400005	(1) स्थोरा या यात्रियों को ले जाने वाले ऐसे पोतों की दशा में जो, या तो :— (क) कुल 150 टन या अधिक के हैं या जिनके नोतल 21 जुलाई 1968 से पहले रखे गये हैं, अथवा (ख) जिनकी लंबाई 24 मीटर या अधिक है और जिनके नोतल 21 जुलाई, 1968 से पहले रखे गये हैं। (2) ऐसे अन्य पोतों की दशा में जिनकी लंबाई वाणिज्य पोत अधिनियम, 1958 (1958 का 44) की धारा 316 की उपधारा (1) के खंड (ख) के अधीन 24 मीटर से कम है।

MINISTRY OF SURFACE TRANSPORT

(Shipping Wing)

New Delhi, the 13th June, 1991

S.O. 1822 :—In exercise of the powers conferred by clause (4) of rule 2 of the Merchant Shipping (Load Line) Rules, 1979, (hereinafter referred to as the said rules), the Central Government hereby appoints for a period of two years from the date of publication of this notification in the Official Gazette, the classification societies specified in column 2 of the Schedule annexed hereto, as assigning authorities for the purpose of the said rules, in respect of ships specified in the corresponding entry in column 3 of the said Schedule, to act within the limits specified therein :

Provided that the Central Government may, by order, published in the Official Gazette, curtail the period of appointment of any such classification society, for any period less than the said period of two years if, having regard to the performance of such classification society and the need for its continued service, that Government is satisfied that the term of appointment of such classification society should be so curtailed.

SCHEDULE

Sl. No.	Classification Societies	Limits
(1)	(2)	(3)
1.	American Bureau of Shipping City Ice Building, Perin Nariman Street, Bombay-400001.	(i) In case of ships carrying cargo or passengers being either :— (a) of 150 gross tons or more keel of which were laid before 21st July, 1968, or (b) of 24 meters in length or more keels of which were laid on or after 21st July, 1968;
2.	Det Norske Veritas, 96/98, 9th Floor, Maker Tower, 'F' Cuffe Parade Bombay-400005.	(i) in case of ships carrying cargo or passengers being either :— (a) of 150 gross tons or more keels of which were laid before 21st July, 1968, or (b) of 24 meters in length or more keels of which were laid on or after 21st July, 1968.
3.	Germanischer Lloyds, 32, Ramjibhai Kamani Marg, Ericson and Richards, Bombay-400038.	(i) in case of ships carrying cargo or passengers being either :— (a) of 150 gross tons or more keels of which were laid before 21st July, 1968, or (b) of 24 meters in length or more keels of which were laid on or after 21st July, 1968.
4.	Lloyds Register of Shipping, Tulsiani Chambers, Nariman Point, Bombay-400021.	(i) in case of ships carrying cargo or passengers being either :— (a) of 150 gross tons or more keels of which were laid before 21st July, 1968, or (b) of 24 meters in length or more keels of which were laid on or after 21st July, 1968.
5.	Nippon Kaiji Kyokai, 105, Maker Chamber V, Nariman Point, Bombay-400021.	(i) in case of ships carrying cargo or passengers being either :— (a) of 150 gross tons or more keels of which were laid before 21st July, 1968, or (b) of 24 meters in length or more keels of which were laid on or after 21st July, 1968.
6.	Bureau Veritas, 75, Nariman Bhavan, Nariman Point, Bombay-400021.	(i) In case of ships carrying cargo or passengers being either :— (a) of 150 gross tons or more keels of which were laid before 21st July, 1968, or (b) of 24 meters in length or more keels of which were laid on or after 21st July, 1968.
7.	Indian Register of Shipping, 72, Maker Tower 'F' (7th Floor), Cuffe Parade, Bombay-400005.	(i) In case of ships carrying cargo or passengers being either :— (a) of 150 gross tons or more keels of which were laid before 21st July, 1968, or (b) of 24 meters in length or more keels of which were laid on or after 21st July, 1968. (ii) In case of other ships of less than 24 meters in length under clause (b) of sub-section (1) of section 316 of the Merchant Shipping Act, 1958 (144 of 1958)

श्रम मंत्रालय

नई दिल्ली, 9 मई 1991

का.आ. 1823—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) धारा की 17 के अनुसरण में, केन्द्रीय सरकार में, आई ई.एल. लि. कलकत्ता और उनके कर्मचारियों के बीच औद्योगिक विवाद में अनुबन्धन में विवेक राष्ट्रीय औद्योगिक अधिकरण, बम्बई के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार का 16 अप्रैल, 1991 को प्राप्त हुआ था।

[सं एल.-51015/8/86-आई.एण्ड ई. (एस.एस.)]

एस.एन. ब्रोहो चौधुरी, संयुक्त निदेशक

MINISTRY OF LABOUR

New Delhi, the 9th May, 1991

S.O. 1823.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the National Tribunal at Bombay in the industrial dispute between employers in relation to the management of I.E.L. Ltd., Calcutta and their workmen, which was received by the Central Government on the 16th April, 1991.

[No. L-51015/8/86-I&E(SS)]
S. N. BROHMO CHAUDHURY, Jt. Director

नई दिल्ली, 31 मई, 1991

का.आ. 1824—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उक्त अधिनियम की धारा 33क के अन्तर्गत मन्दिनी माइन्स आफ भिलाई स्टील प्लांट के प्रबन्धन के विवाद द्वारा दायर एक प्रार्थना पत्र के संबंध में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करती है, जो कि केन्द्रीय सरकार को 30-5-91 को प्राप्त हुआ।

New Delhi, the 31st May, 1991

S.O. 1824.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947); the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Nandini Mines of Bhilai Steel Plant and their workmen, which was received by the Central Government on the 30-5-91.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

CASE NO. CGIT/LC(R)/(103)/1987

PARTIES :

Employers in relation to the management of Nandini Mines of Bhilai Steel Plant, Bhilai, District Durg (M.P.) and their workman, Shri Sirdar Gurucharan Singh represented through the President, Khadan Mazdoor Congress, H. O. Laxmibai Path, P. O. Durg (M.P.) 491003.

APPEARANCES :

For Workman—Shri P. K. Sengupta.

For Management—Shri D. C. Henri, Chief Law Officer.

INDUSTRY : Mining

DISTRICT : Durg (M.P.)

AWARD

Dated : May 14, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-26012/43/85-D.II(B) dated 8-7-1987, for adjudication of the following dispute :—

"Whether the action of the management of Bhilai Steel Plant is justified in taking action against Shri Sirdar Gurucharan Singh vide their O. M. Q[NM]2(B)|PF/83/5516 dated 18-10-83 and keeping him under suspension w.e.f. 14-10-1982 and imposing punishment of reduction of pay ? If not, to what relief the workman is entitled ?"

2. Facts leading to this case are that the workman was working as Heavy Vehicle Driver (P. No. 074255) of Nandini Mines owned by Steel Authority of India Limited, Bhilai Steel Plant. He is a member of the Union which has raised this dispute.

3. The delinquent workman was suspended with effect from 14-10-1982 and was charge-sheeted as under :—

"Charge No. 1.—Shri Gurucharan Singh, P. No. 074255 while employed as H. V. Driver in the Garage, Nandini Mines of Bhilai Steel Plant in the 'C' Shift (10.00 P.M. to 6 A.M.) on 25-9-82 with truck No. CPS-9478 has been guilty of causing severe damages to company's property in as much as he dashed the truck No. CPS-9478 with the side of loaded dump-car pushed by Loco No. 69 near the level crossing at the West limb of second bench circular track of Nandini Mechanised Quarry.

Charge No. 2.—Further, Shri Gurucharan Singh, H. V. Driver, P. No. 074255 during his duty in the 'C' shift (10.00 P. M. to 6 A.M.) on 25-9-82 with truck No. CPS-9478 was negligent in his duty in as much as he drove the vehicle carelessly without taking any precaution and entered into the level crossing at the west limb of second bench circular track, Nandini Mechanised Quarry.

Shri Gurucharan Singh has, thus, committed acts of misconduct under the Standing Orders for Mines."

4. After due departmental enquiry he was awarded the following punishment :—

"Further to charge-sheet No. OMQ[NM]2(B)|PF/82/8205 dated 20-10-1982 and on receipt of your reply dated 26-10-1982 thereof, enquiry was held into the charges/allegations made against you. After going through the relevant records/documents and the findings of Enquiry Officer in detail, it is found that the charges/allegations levelled against you as contained vide memorandum referred to above, stand partially established. It has, therefore, been decided to reduce your pay to a lower stage in your existing time scale of N-6 for a period of one year without cumulative effect.

Accordingly, your pay is reduced from Rs. 1016 to Rs. 982 (One lower stage) in your existing pay scale of Rs. 690-32-914-34-1152-(N-6) for one year from 18-10-83 to 17-10-84 (Both dates inclusive) without cumulative effect.

The period of your suspension from 14-10-82 till the date of your resumption to duty will not be treated as spent on duty and as such, you are not eligible for any attendant benefits other than the subsistence allowance already paid to you.

You are directed to report for duty to the Asstt. Manager (Garage), Nandini Mines immediately."

5. The delinquent workman has given detailed statement showing that the D. E. is invalid, findings are perverse and that the punishment is disproportionate. If at all it was a minor misconduct and punishment was also not a major one. Hence he should not have been suspended. The order passed against him is therefore liable to be quashed and he should be given all the benefits as if neither he was suspended nor punished.

6. While going through the entire statements, the substance of the facts challenging the enquiry are that—

- (1) It was a pure case of accident.
- (2) It was unintended.
- (3) There was no misconduct on the part of the workman.
- (4) Findings are perverse.

On those grounds the validity of the D. E. as also the findings have been challenged.

7. The management has denied all the averments made by the workman. According to the management, the workman was guilty of gross misconduct. He was rightly suspended and adequately punished. Findings are just and proper and the reference is liable to be rejected.

8. Reference was the issue in this case.

Findings

9. No oral evidence was led by either party. The enquiry papers Article 'A' were admitted by both the parties.

10. Having gone through the enquiry papers and the evidence on record I can say that the points raised by the workman in his pleading have not only well discussed but also well considered by the Enquiry Officer in his report para 4. They are as follows :—

4.1.—Based upon the allegations and charges levelled against the Accused, Shri Gurucharan Singh, H. V. Driver the point at issue to be determined is whether (i) the Accused is primarily responsible for causing damages to the BSP truck No. CPS-9478 of which he was a driver on the date of the incidence i.e. on 26-9-82 at about 5.15 A.M. by dashing the same with the running Loco No. 69 at unmanned level crossing during his shift hours in 'C' shift of 25-9-82.

4.2.—It is also to be determined whether this incidence is occupied merely by his driving the said vehicle carelessly and without taking proper precaution and thus the said incidence has occurred due to his negligence of duties.

4.3.—The Prosecution story as narrated by prosecution only witness (PW-1) Shri H. C. Sarkar, A.M. (Garage) is that on 26-9-82 at about 6.00 A.M. he was informed telephonically by the Central Despatcher that the truck No. CPS-9478 allotted to Shift Manager met with an accident at quarry. As per his instruction his shift supervisor visited the place of the said incident and has reported that the truck No. CPS-9478 which was allotted to the shift Manager during night shift ('C' Shift) of 25-9-82 and the Accused was its driver met in an accident at quarry with dump car No. 10 at 5.15 A.M. while the Accused was going to bring the Shovel Operator from shovel No. 4. As per his deposition, subsequently preliminary enquiry was conducted and PW-1 was one of its member. During the course of the enquiry proceedings it is also made out that this incidence occurred at unmanned level crossing that was required to be crossed by the driver on the date of the incident in order to reach the location of shovel No. 4 in the quarry. In the cross examination this prosecution witness has also brought forth the conclusion of the preliminary enquiry by stating that during the preliminary enquiry it was found that driver had not taken due care in driving while crossing the unmanned level crossing and secondly Shunting Jamadar was also not present in the loco at the time of the Accident. If we take into consideration the above conclusion of pre-

liminary enquiry in respect of the above incident then the Accused careless driving as alleged is not the only factor due to which this accident has occurred. Moreover the peculiarity of this case is that there is no eye witness present at the time of the incidence. The only two persons who have seen this incidence, one the Accused had allegedly himself and the driver of the loco with which the Accused had dashed his truck at the unmanned level crossing. The name of the loco driver is reported to be Shri Pitamber but neither prosecution side nor Accused produced him to record his evidence. In absence of any corroboratory from both the sides, this case will have to be decided only on the circumstantial evidence.

4.4.—After recording the Accused evidence it now remains to be a settled fact that the incidence narrated above had actually occurred i.e. a truck No. CPS-9478 of which the Accused was driver dashed with Loco No. 69 with loaded dump car at unmanned level crossing on 26-9-82 at about 5.00 A.M., while the Accused was crossing the said level on his way to shovel No. 4 to bring its operator back to despatcher room. Now the question is under which circumstances this accident has occurred and to what extent the Accused as driver of the said truck can be held personally responsible for causing this accident. In my opinion circumstances that lead to occurs this incidence as extracted from the examination of prosecution and defence side can be given as under :—

- (i) The spot of accident was at unmanned level crossing.
- (ii) The Loco No. 64 with which the truck No. CPS-9478 was dashed on 26-9-82 at about 5.15 A.M. was not provided with a Shunting Jamadar.
- (iii) There were no electric lights at the spot of the incidence i.e. at Level crossing.
- (iv) The head light of the loco was not visible at the rail track.
- (v) Head light of the said truck was not bright.
- (vi) The natural light i.e. moon light was also not bright on the date of incidence.
- (vii) The driver of the loco did not give the caution horn at the time of its (loco's) approaching to the spot at unmanned cross-levelling.
- (viii) There was a sheap of blasted mass at the left side of the road near the level crossing, due to which movement of the loco coming from that direction was not visible.

Thus it is obvious that the above eight factors have collectively paved a way for causing this unfortunate incidence on the date and time, mentioned in earlier para. Non-providing of Shunting Jamadar, absence of flood light at the unmanned cross leveling, allowing stacking of blasted mass at the left side of the road near the level crossing are considered the serious type of deficiencies left unattended by the prosecution department and therefore one cannot deny its impact on occurrence of such type of incidence at the unmanned level crossing and that too during night time.

4.5.—Moreover as per Accused statement the driver of the loco did not give the caution horn before its approach at the level crossing and head light of the loco were also not visible. Surprisingly the prosecution side neither challenged the Accused above plea and nor has he produced the concerned Loco Driver to dislodge the above version of the Accused. The benefit of all these deficiencies in prosecution side therefore should unmistakably go to the Accused only and hence the Accused cannot be blamed singularly and entirely for causing this incidence. But alternatively it also does not mean that he is quite innocent in occurrence of this incident.

Some of the circumstantial evidence recorded in the enquiry do prove that he was also responsible to some extent to cause this incident for his slackness in adhering to some precautions. It cannot be denied that the Accused was quite aware of the fact that on the date of incidence, he was required to cross the unmanned rail track levelling and that too during night shift. Secondly, he was also knowing that the natural moon light was not bright, besides knowing the dimness in the head light of his own truck. Thirdly, he was also knowing that there were no flood lights at the rail crossing. Seized with this first hand and important information, it was expected of him that he should have taken extra precautions while crossing the unmanned level crossing. It was his primary duty that before crossing the rail track he should have stopped the truck for a while, watched and assured both the sides of the track and then moved forward after ascertaining fully that there was no loco movements from his either side. The Accused in his statement is quite silent about observing such precautions. Had he taken this much precautions, this incidence of his truck collision with lock, would have been definitely averted. The Accused to this extent is definitely responsible, though he may not be entirely held responsible for incurring the damage to the BSP property amounting to Rs. 6000 to 7000. The act of misconduct on his part at least to some extent is definitely involved, in the manner he was neglectful while on duty in crossing the unmanned level crossing. In view of the above I feel that both the charges levelled against him are established partially to the extent explained in above paras."

(These points have been raised by the workman in his statement of claim questioning the validity of the enquiry and perversity of the findings. In fact no point has been raised to show as to how the enquiry is vitiated. Hence I am not dealing with this aspect of the case).

11. While dealing with the evidence on record the Enquiry Officer has very specifically pointed out the shortcomings of the driver also. Following the principle of res ipsa loquitur it can be conveniently said that the burden was certainly on the delinquent to prove that he was not negligent in his duties. Loss caused to the management was to the tune of about Rs. 7000 as has come out in the D. E. proceedings. But looking to all the circumstances of the case as pointed out by the Enquiry Officer as also by the workman in his statement of claim though this is a case of contributory negligence the workman cannot escape with the liability and obviously the findings cannot be held to be perverse. Even otherwise also when two reasonable views are possible the findings of the Enquiry Officer should not be disturbed.

12. However, facts of this case dilute the liability and negligence of the workman and in this view of the matter the punishment given to the workman is excessive. Thus the punishment awarded is set aside. One increment of the workman is withheld. He shall be repeated on the same pay for one year. He shall, however, be treated on duty during his suspension period and shall be entitled to all the benefits. Parties shall bear their own costs. Award is made accordingly.

V. N. SHUKLA, Presiding Officer
[No. I-26012/43/85-DIII(B)]

का.शा. 1825—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उक्त अधिनियम की धारा 33क के अन्तर्गत मताना स्टोन एण्ड लाईम कं.लि. के प्रबन्धन के विरुद्ध दायर एक प्रार्थना पत्र के संबंध में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को. प्रकाशित करती है, जो कि केन्द्रीय सरकार को 30-5-91 प्राप्त हुआ

S.O. 1825.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Satna Stone & Lime Co. Ltd., and their workmen, which was received by the Central Government on 30-5-91.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(102)/1988

PARTIES :

Employers in relation to the management of Satna Stone and Lime Co. Ltd., Satna and their workman, Shri Satyabhan Singh S/o Shri Visheshar Singh, Provident Fund Clerk, Satna Stone & Lime Co. Ltd., Raghurai Nagar Lime Stone Mine, Satna Siding Satna (M.P.).

APPEARANCES :

For Workman—Shri C. S. Tiwari

For Management—Shri S. K. Mishra, Advocate.

INDUSTRY : Stone & Lime Mine DISTRICT : Satna (M.P.)

AWARD

Dated : May 15, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-29012/23/88-D.III(B) dated 20-9-1988, for adjudication of the following dispute:—

"Whether the action of the management of Satna Stone & Lime Co. Ltd., Satna (M.P.) in terminating the services of Shri Satyabhan Singh S/o Shri Visheshar Singh, Provident Fund Clerk w.e.f. 2-2-87 was justified. If not, what relief the workman is entitled to?"

2. Facts leading to this case are that the workman, Shri Satyabhan Singh, was working as Provident Fund Clerk with the management. His services were terminated with effect from 2-2-87.

3. According to the workman, he is working as P.F. Clerk since the year 1957. His work was satisfactory. All of a sudden he was discharged from service with effect from 2-2-87 giving him one months notice without assigning any reason or issuing any charge-sheet.

4. According to the management he was appointed on 20-5-58 and was in service till 2-2-87. There were various complaints against him. Because he was an influential man and nobody was coming forward to speak against him, it was not possible to hold a regular enquiry against him and therefore he was discharged from service after giving one months notice in accordance with the Standing Orders. The employer has discharged him in good faith with due care and prudence. The reference is, therefore, liable to be rejected.

5. The Standing Orders have been placed on record of this Tribunal and amendment was sought to be made to apply the provisions of Cl. 16, according to which any workman who attains the age of 55 years or who is certified to be unfit for employment by a qualified medical practitioner may be discharged from the Company's service with a notice and all outstanding dues shall be payable consequent to such termination of service. The amendment was rejected because as admitted by the management vide proceedings dated 26-11-90 the workman had not completed 55 years of service on 2-2-87. Thus this Clause 16 shall not apply to the case of the workman concerned.

6. From the pleadings itself it was clear that the workman was discharged on the ground of misconduct and therefore it was not a discharge simpliciter as held by this Tribunal vide proceedings dated 26-11-90.

7. Management had also not played for adducing evidence to prove the misconduct of the workman before this Tribunal. Hence the case of this workman was covered under Cl. 17 of the Standing Orders. That being so, his services should not have been terminated without holding departmental enquiry against the workman concerned. Nothing has been shown as to how the management could not hold the D.E. against the workman and merely saying that the workman was an influential man and nobody was coming forward to speak against the workman in regard to his misconduct would not absolve the management from his responsibility. I have already pointed out that order of discharge of the workman is not an order of discharge simpliciter but dismissal from service by way of punishment which should not have been done without following the proper procedure. The order of discharge is therefore bad in law and is liable to be set aside. It is accordingly set aside. Workman shall be deemed to be in continuous service from 2-2-1987 onwards and shall be entitled to all back wages and consequential benefits arising therefrom until he is removed in accordance with law.

No order as to costs.

V. N. SHUKLA, Presiding Officer
[No. L-29012/23/88-DIII(B)]

नई दिल्ली 3 जून, 1991

का.प्र. 1826—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उक्त अधिनियम की धारा 33क के अन्तर्गत एम्प्लॉईज स्टेट इन्शुरन्स कारपोरेशन के प्रबन्धन के विरुद्ध दायर एक प्रार्थना पत्र के संबंध में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो कि केन्द्रीय सरकार की 3-6-91 को प्राप्त हुआ।

New Delhi, the 3rd June, 1991

S.O. 1826.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Employees State Insurance Corporation and their workmen, which was received by the Central Government on 3-6-1991.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No CGIT/LC(R)/(134)/1990

PARTIES :

Employers in relation to the management of Employees State Insurance Corporation, Nagpur (MS) and their workman, Shri N. P. Ramtke, Farrash, (represented through the Advocate, Shri A. S. Bhagat) Plot No. 181 Om Nagar, Near Santoshi Oil Mills, Om Nagar, Sukkardara, Nagpur (MS).

APPEARANCES :

For Workman—Shri A. S. Bhagat, Advocate.

For Management—Shri J. D. Barahate, Advocate.

INDUSTRY : State Insurance Corporation.

DISTRICT : Nagpur (MS)

AWARD

Dated, the 17th May, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-15012/4/89-IR (Misc.) dated 8-5-1990, for adjudication of the following dispute :—

“Whether the action of the management of Employees State Insurance Corporation, Nagpur in terminating the services of Shri N. P. Ramtke Farrash w.e.f. 13-5-88 is justified. If not, to what relief the workman concerned is entitled ?”

2. The workman Shri N. P. Ramtke having sponsored by the Employment Exchange, Nagpur, and after undergoing the interview was appointed by the management as Farrash with effect from 22nd January, 1987 onwards on daily wages at the rate of Rs. 10 per day vide Memo No. 23 dated 28th January, 1987. His services were terminated. Again he was taken back in service on 10th February, 1988 onwards and continued upto 13th May, 1988 on which date his services were terminated. No Notice under Section 25F of the I.D. Act was given to the workman. No compensation by the law was awarded to him.

3. The workman says that the daily wages paid to him were not in accordance with the direction of the Government because at the relevant time daily rate was Rs. 32 per day. This is nothing short of bad intention on the part of the management. The services of the workman were abruptly terminated on 5th February, 1988 without any reason or prior notice. Though he had completed 376 days service in calendar months the termination of service without notice was wrongful, illegal and violative of provisions of Sec. 25F of the I.D. Act. Hence the workman preferred representation against this order. Consequent upon creation of resultant post the management should have appointed him in the regular post of Farrash Group 'D' in accordance with Supreme Court Judgement dated 17th January, 1986 (C.P.W.D. Vs. Their management) and Memo of the Government. The workman having fulfilled all the conditions was eligible for regularisation as Group 'D' Farrash.

4. However, the workman was again appointed by the management on daily wages from 10th February, 1988 onwards and continued upto 13th May, 1988. Thus the period from 22nd January, 1987 to 13th May, 1988 is countable because the break of work was not on account of any fault on the part of the workman and Sundays and Holidays intervening the period of daily wages service are countable under Sec. 25B of the I.D. Act. Thus his total period of service is 480 days.

5. On 13th May, 1988 the management terminated his services without notice and compensation in violation of the provisions of Sec. 25F read with Sec. 25B of the I.D. Act and appointed a new person in his place in contravention of the provisions of Sec. 25H which also amounts to unfair labour practice. The workman is, therefore, entitled to reinstatement with full back wages and consequential benefits as Group 'D' Farrash. He should be paid, equal pay for equal work basis, from 22nd January, 1987 to 13th May, 1988, with all consequential benefits.

6. According to the management, consequent to the termination of services of one Shri R. P. Bohate (Farrash) on 30th September 1986 Shri N. P. Ramtke was engaged as Farrash on daily wage basis with effect from 22nd January, 1987 on the basis of interview held on 30th October, 1986 pending decision of the Director General on an appeal made by Shri R. P. Bohate for reinstatement. The appeal was allowed in January, 1988 and accordingly the services of the workman were terminated with effect from 4th February, 1988 to reinstate Shri R. B. Bohate.

7. According to the management, the workman was not entitled to Rs. 32 per day. Daily wages were Rs. 10 per day as per notification of the Government he accepted these wages without any grievance. Subsequently on ascertaining the daily rate to be paid to unskilled labourers in C.P.W.D. the workman was paid Rs. 21.65 per working

day with effect from 11th January, 1988 onwards. The workman had not completed one year continuous service the period for which he worked is detailed as under:—

Month	Working days
Jan. 87 (w.e.f. 22-1-87)	... 8 days
Feb.,	... 19 days
March, 87	... 21 days
April, 87	... 21 days
May, 87	... 19 days
June, 87	... 22 days
July, 87	... 23 days
August, 87	... 19 days
Sept., 87	... 22 days
Oct., 87	... 17 days
Nov., 87	... 9 days
Dec., 87	... NIL
Jan., 88	... 13 days
Feb., 88	... 18 days
March, 88	... 18 days
April, 88	... 21 days
May, 88 (upto 13-5-88)	... 10 days

Hence the question of complying the provisions of Sec. 25F of the I.D. Act does not arise. He had worked only for 201 days and in the other preceding 12 calendar months i.e. from 1st May, 1986 to 30th April, 1987 he had worked only for 69 days. Thus he had not completed one year's continuous service as defined under Sec. 25B of the I.D. Act. Hence he was not entitled to any notice or compensation under Sec. 25F of the I.D. Act.

8. So far the question of entitlement for regularisation of a casual labour appointed through the Employment Exchange is concerned, who possesses experience of minimum period of 2 years as casual labour in the office establishment to which he is appointed will be eligible for appointment to the post on regular basis. He has not qualified for the same. From the service details given above, it can be seen that in the first year from his date of joining i.e. 22nd January, 1987 to 21st January, 1988 the workman had worked for 213 days and for subsequent one year i.e. from 22nd January, 1988 to 21st January, 1989 he had worked only for 67 days. Thus he had worked for a total period of 280 days in two full years.

9. Due to availability of a post of Sweeper from February, 1988 the workman was engaged as a Sweeper on daily wage basis on his own request on compassionate ground with effect from 10th February, 1988 to 13th May, 1988. The period cannot be counted.

10. In compliance of the provisions of Sec. 25H of the I.D. Act Shri Ramteke was given an opportunity and was called for interview on 15th November, 1988 for regular appointment to the post of Sweeper, but he failed to qualify for regular appointment. The reference is, therefore, liable to be rejected.

11. Parties have reiterated the same facts in details in their respective rejoinders.

12. Parties have not led any oral evidence. Management has not produced any documentary evidence as well. Workman has proved documents Ex. W/1 to Ex. W/4. Ex. W/1 is a letter dated 22nd October, 1986 according to which the workman was informed that his name having been sponsored through the Employment Exchange he should appear for personal interview with all his credentials. As per Ex. W/2 dated 28th January, 1987 the workman was employed on daily wages temporarily at the rate of Rs. 10 per day until further orders. Ex. W/3 is the distribution of work showing as to how much work the workman had to do, 1558GI/91—4

Ex. W/4 is the certificate issued by the Joint Regional Director, ESI Corporation, Nagpur according to which the workman had worked from 22nd January, 1987 to 4th February, 1988 @ Rs. 21.65 P. per day. Thereafter he was engaged on daily wages as Sweeper @ Rs. 21.65 P. per day from 10th February, 1988 to 13th May, 1988.

13. Having perused the pleadings as well as the documents on record it can be very well gathered that the workman had worked for more than 240 days continuous service in the last preceding year and break, if any, were not on account of any fault on the part of the workman concerned because there was a permanent post available otherwise there was no question of calling the workman for interview. Thus in the light of the following judgments it can be held that the workman had completed one year's continuous service before his services were terminated either on 13th May, 1988 or on 5th February, 1988.

1. State Bank of India Vs. Shri N. Sondara Money (AIR 1976 SC p. 1111).
2. Santosh Gupta Vs. State Bank of Patiala (AIR 1980 SC p. 1219).
3. Mohan Lal Vs. The Management of M/s. Bharat Electronics Ltd. (AIR 1981 SC p. 1253).
4. Management of Karnatak State Road Transport Corporation, Bangalore Vs. M. Harish and another (AIR 1983 SC p. 1320).
5. H. D. Singh Vs. Reserve Bank of India and others [1985 SCC (L&S) p. 975].
6. Workmen of American Express International Banking Corporation Vs. Management of American Express International Banking Corporation [1985 FLR (51) p. 483].

Thus his services could not be terminated without complying the provisions of Sec. 25F of the I.D. Act.

14. That apart, the workman having worked for such a long time was rejected in the interview held on 15th November, 1988 as pleaded by the management in para 8 of the written statement. This Tribunal fails to understand as to what special qualification or experience was required in rejecting him in the interview. It follows by itself that there has been a violation of Sec. 25H of the I.D. Act. The workman is entitled to be reinstated.

15. Thus the termination of the services if the workman are not justified. He is entitled to be reinstated with effect from 13th May, 1988 with all back wages and consequential benefits. Management is further directed to find out as to from which date daily wages were revised and pay him the arrears accordingly. Management is further directed to take steps to regularise him. Reference is answered accordingly. No order as to costs. Award is made accordingly.

V. N. SHUKLA, Presiding Officer

[No. L-15012/4/89-IR (Misc.)]

नई दिल्ली, 4 जून, 1991

का.प्रा. 1827.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उक्त अधिनियम की धारा 33क के अन्तर्गत गुवाहाटी रिफाइनरी, इण्डियन आयल कारपोरेशन के प्रबन्धन के विच्छेद द्वारा वायर एक प्रार्थना पत्र के संबंध में औद्योगिक अधिकरण, गुवाहाटी के पंचपट को प्रकाशित करती है, जो कि केन्द्रीय सरकार को 3-6-91 प्राप्त हुआ

New Delhi, the 4th June, 1991

S.O. 1827.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby makes the award of the Industrial Tribunal Guwahati as shown in the Annexure in the industrial dispute between the employers in relation to the management of Guwahati Refinery Indian Oil Corporation and their workmen, which was received by the Central Government on 3-6-1991.

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL, GUWAHATI, ASSAM
Reference No. 4(c) of 1988

PRESENT :

Shri D. N. Hazarika, Presiding Officer, Industrial Tribunal, Guwahati,

In the matter of an Industrial Dispute :

BETWEEN

The Management of Guwahati Refinery Indian Oil Corporation Noonmati, Guwahati 20.

AND

The working President, Refinery Workers' Union Noonmati, Guwahati-20.

AWARD

This Reference arising out of the Central Government Notification No. L-30042/5/87-D.III(B) dated 15th June, 1987 relates to the dispute indicated in the Schedule below :

"Whether the action of the Management in terminating the services of Shri Atul Chandra Sharma, Messenger, Guwahati Refinery, Indian Oil Corporation, Noonmati, Guwahati-731020 is justified? If not, to what relief the workman is entitled for?"

On receipt of notice both the parties appeared and filed their written statement before the Tribunal. When the case came up for hearing management examined three witnesses. Union also examined only one witness.

Management raised preliminary issue on the question of validity of domestic enquiry. According to management, domestic enquiry was instituted against the delinquent workman and he was found guilty by the enquiry officer. Management terminated the service of workman Atul Sharma and filed application under Section 33(2)(b) of the Industrial Dispute Act for approval. This Tribunal after hearing both parties approved the action of management. Thereafter on receipt of this reference management raised said preliminary issue again.

Management during hearing of the said preliminary issue examined one witness. After hearing both sides, this Court held that enquiry and finding of the enquiry officer was not in conformity with law and facts.

Management thereafter to prove their case examined 2 more witnesses and exhibited some documents. Management's case is that workman Atul Sharma habitually remained absent from duty without leave or permission which is a misconduct under Clause 18 of the certified standing order. Management instituted domestic enquiry and after receipt of enquiry report dismissed workman from service. In support of these facts management witness K. J. Achar stated that he was the Deputy Manager management services during the relevant period. Workman Atul Sharma used to serve under him as messenger at the relevant time. He maintained attendance register of workman Atul Sharma while Sri Sharma was in service. He further stated in his deposition that he prepared statement showing unauthorised absence of workman Atul Sharma. Exhibit 4 is that statement and Exhibit 4/1 is his signature. Exhibit 21 is the attendance register. From Exhibit 21 and 4 it appears workman remained absent on many occasions from duty

without permission. Workman in his explanation Exhibit 5 admitted about these absence giving reasons for his absence. Management did not enquire or verified the reasons and summarily rejected the plea of the workman. Enquiry Officer, accepting explanation Ex. 5 submitted by workman Atul Sharma arrived at a decision that workman Atul Sharma admitted his guilt. He did not proceed further with the enquiry and submitted his report Exhibit 15. Signature of Enquiry Officer is Exhibit 15(1).

Workman admitted in cross examination that dates of his absence from duty is shown in Exhibit 4 annexure to chargesheet. This annexure shows workman remained absent from duty on many occasions without leave. Workman failed to show that management has granted leave for these days on which he was absent from duty. In his explanation to the show cause notice workman took the plea of illness vide Ex. 5. But here in the court workman remained silent and did not adduce any evidence to substantiate the plea of illness. Management witness K. J. Achar stated that he maintains attendance register of his office staff. Exhibit 21(2) is the relevant portion of attendance register. This register disclose that Atul Sharma was absent from duty consecutively on each month without leave. In absence of any cogent evidence that workman remained absent from duty due to illness of himself and his family members, I find workman remained absent from duty habitually without leave.

As regards the other charge i.e. workman remained absent from duty without leave for more than 8 consecutive days, I find Exhibit 4 annexure to the chargesheet prepared by management witness K. J. Achar does not show continuous absence of 8 days or more at a time. From Exhibit 4 I find workman remained absent from duty consecutively for 5 days in some months. Therefore I find management failed to establish that workman remained absent from duty consecutively for 8 days or more at a time.

As discussed above I find workman habitually remained absent from duty without leave during the relevant period. Hence other charge i.e. habitual absence without leave has been fully established. Management dismissed workman Atul Sharma as per provision of Clause 18(xiii) of certified of standing order Exhibit 20

Learned Counsel for workman argued that management witness K. J. Achar has no authority to take disciplinary action against the workman as Mr. Achar is not the head of the department. According to him Deputy Manager Management services for management service department, was not selected to be head of the department as required under clause 19(iii)(d) of certified standing order. In support of his contention he pointed out Exhibit 19. According to him, words "Deputy Manager management service for management service department" was written after receipt of General Manager's approval for other departments just to include Mr. Achar as head of department of management service. It is true in Exhibit 19 the words "Deputy Manager Management service for management service department" has been hand written, but formal notification Exhibit 18 issued by management in this regard, shows that Deputy Manager Management services has been notified as Heads of Department on 9-2-84. Exhibit 18 which was drafted on 14-1-84 was forwarded to General Manager for approval by K. K. Lalita on 6-2-84. General Manager approved the same on 7-2-84 putting his signature Exhibit 19(1). So date of approval and date of issue of Ex. 18 clearly indicated that words "Deputy Manager management services for management service department" was written prior to approval and issue of notification Exhibit 18. Hence I find contention of learned counsel for workman that "Deputy Manager management service for management service department" was written after obtaining approval of General Manager for other departments with a view to give authority to K. J. Achar for taking action against the workman is not acceptable.

Management has terminated service of the workman Atul Sharma for his habitual absence without leave from duty. It is true if a workman remains habitually absent from duty, works in that department where that workman is working suffers and thereby whole industry is likely to suffer loss.

In the instant case, K. J. Achar stated that management appointed another casual employee to work as messenger in

the vacancy caused by the absence of Atul Sharma. So it appears management did not suffer any loss due to the absence of the concerned workman. Under the above circumstances it appears management inflicted most deterrent punishment i.e. termination of service. Considering gravity and nature of the offence committed by Atul Sharma (workman) I am of opinion that lesser punishment like stoppage of increment will meet the ends of justice. Therefore I find action of the management in terminating the service of the workman is not justified.

Workman is entitle to reinstatement only without any increment for 2 years.

Learned counsel for workman rightly agreed that workman is not entitled to any back wages as he has not rendered any service to the management from the date of his dismissal. Hence it is awarded that management will reinstate workman Atul Sharma in his original post immediately with stoppage of two future increments.

I give this award on this 23rd day of May, 1991 at Guwahati under my hand and seal.

D. N. HAZARIKA, Presiding Officer
[No. L-30012/5/87-D.III (B)]

नई दिल्ली, 5 जून, 1991

का.ग्रा. 1828.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उक्त अधिनियम की धारा 33क के अन्तर्गत एयर इण्डिया, कलकत्ता के प्रबन्धन के विरुद्ध द्वारा दायर एक प्रार्थना पत्र के संबंध में केन्द्रीय सरकार औद्योगिक अधिकरण कलकत्ता के पंचपट को प्रकाशित करती है, जो कि केन्द्रीय सरकार को 4-6-91 को प्राप्त हुआ।

New Delhi, 5th June, 1991

S.O. 1828.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of Air India, Calcutta and their workmen, which was received by the Central Government on 4-6-1991.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 4 of 1989

PARTIES :

Employers in relation to the management of Air India,
Calcutta

AND

Their workmen.

PRESENT :

Mr. Justice Manas Nath Roy, Presiding Officer.

APPEARANCE :

On behalf of employer—Mr. R. N. Mazumdar, Advocate.

On behalf of workmen—None.

STATE : West Bengal

INDUSTRY : Air India

AWARD

In exercise of the powers under Section 10 read with Sub-section 2-A and (d)(1) of Section 10 of the Industrial Disputes Act, 1947, the appropriate Government referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Air India, Calcutta in not regularising S/Shri Md. Yunus,

Md. Sultan and Bengali Shaw, Casual Drivers, who have been working since 31-10-79, January 1984 and 21-4-1986 respectively is justified. If not, what relief are the workmen entitled to?"

2. After several adjournment and completion of pleadings, the case ultimately came up before my predecessor in office on 10-5-1990, when an application for "No Dispute" Award was filed by the learned Advocate appearing for the employer. The order sheet shows that the said application was sought to be opposed by and on behalf of the workmen concerned and as such the hearing of the petition was fixed on 31st July, 1990. On that date, although no petition for adjournment was filed by the workmen, yet my predecessor in office fixed the proceedings on 18th September, 1990, for hearing of the petition of the management.

3. On 18th September, 1990, nobody appeared for and on behalf of the workmen neither any petition was filed for time. However my predecessor in office adjourned the hearing of the petition alongwith the reference case to 19th November, 1990, on which date also the workmen failed to appear. In such circumstances the next date was fixed on 10th January, 1991.

4. Thereafter, on my assumption of office the case was fixed on 21st May, 1991. Today, when the matter was called neither the workmen nor their representative appeared to oppose the petition. That being the position, a prayer was made for allowing the petition for "No Dispute" Award and evidence was led through Shri Bhimrao Gaikwad, Deputy Personnel Manager, Eastern India, Calcutta of Air India to establish that the workmen concerned have since been employed under their employer.

5. It is true that the workmen were initially appointed as casual employees and their claim was for regularising their employment. From the evidence of Mr. Gaikwad and so also the xerox copies of the documents which have not been disputed, it appears that at present Bengali Shaw and Md. Yunus are employed in the permanent employment of the employer as Drivers and Md. Sultan is also employed permanently as Loader.

6. Since there was no appearance by the workmen concerned and there was no cross-examination of the witness or any dispute raised on the documents, the evidence and the documents as produced can be safely relied upon.

7. That being the position, after hearing Mr. Mazumdar appearing for the employer and none for the workmen I pass a No Dispute Award and answer the reference accordingly.

Dated, Calcutta,

The 21st May, 1991.

MANAS NATH ROY, Presiding Officer
[No. L-11011/11/88-D.III (B)]

नई दिल्ली 6 जून, 1991

का.ग्रा. 1829.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, विशाखापत्तनम पोर्ट ट्रस्ट के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो कि केन्द्रीय सरकार को 5-6-91 को प्राप्त हुआ।

New Delhi, the 6th June, 1991

S.O. 1829.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Visakhapatnam Port Trust and their workmen, which was received by the Central Government on 5-6-1991.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT
HYDERABAD

PRESENT :

Sri G. Krishna Rao, B.A., B.L., Industrial Tribunal.

TWENTY FIFTH MAY NINETEEN NINETY ONE
Industrial Dispute No. 57 of 1990

BETWEEN

The Workmen of Visakhapatnam Port Trust, Visakhapatnam (AP)

AND

The Management of Visakhapatnam Port Trust, Visakhapatnam (AP)

APPEARANCES :

M/s. G. Vidya Sagar, Vishwanatham, Vinesh and Giri Krishna, Advocates—for the workmen.

Sri K. Srinivasa Murthy and Miss G. Sudha, Advocates—for the Management.

AWARD

This is a reference made by the Government of India, Ministry of Labour, by its Order dated 17-9-1990 bearing No. L-34011/12/88-D.III (B) for adjudication of the dispute between the Management of Visakhapatnam Port Trust, Visakhapatnam and their workmen, setting forth the point for adjudication in the Schedule appended thereto as follows :

"Whether the action of the management of Visakhapatnam Port Trust in denying Bar Soap to Traffic Manager (Railways) Department employees at Ore Handling Complex as is admissible to other workers of O.H.C. is justified ? If not, to what relief are the Workman concerned entitled ?"

This reference was registered as I. D. No. 57 of 1990 on the file of this Tribunal. After receiving notices both parties put in their appearance and the Petitioner filed claim statement on 8-11-1990.

2. The averments of the claim statement filed by the petitioner read as follows :

It is submitted that the Petitioner Union is a registered Trade Union having been registered under Trade Unions Act vide Regd. No. D-3/70. The Majority of the workmen working in Ore Handling Complex of the Visakhapatnam Port Trust are its members. It is submitted that the workman working in the Ore Handling Complex are exposed to dust. The Traffic Manager (Railways) Department is part and parcel of Ore Handling Complex. The workmen in Railway section in Traffic Manager Department are also working in Ore Handling Complex along with Ore Handling Complex workers and they are exposed to heavy dust. The employees working in Ore Handling Complex are provided with one Lifebouy soap and half-a-kg. Bar soap. The Lifebouy soap facility was sanctioned to OHC employees in 1984. Same facility is extended to the employees working under Traffic Manager (Railway) on the same basis the workmen have demanded for supply of 1/2 kg. Bar soap to Traffic Manager (Rlys) employed at Ore Handling Complex like other workmen working in the Ore Handling Complex. As there was no response from the Management, the Union raise the dispute regarding supply of 1/2 Kg. Bar soap as one of its demands vide letter dated 11-6-1987 addressed to Assistant Labour Commissioner (Central), Visakhapatnam. The dispute was admitted in conciliation. Although the management accepted that 1/2 Kg. Bar soap is being supplied to Ore Handling Staff, they did not accept the demand for extending same facility to

staff of Traffic Manager (Rlys) at Ore Handling Complex. No reasons were putforth for discriminating the employees working in Traffic Manager (Rlys.) Department. Ultimately, a failure report dated 20th August, 1988 was sent to the Government of India and the dispute was referred to this Hon'ble Tribunal. It is submitted that the action of Respondent-Management in not extending the benefit of supply of 1/2 Kg. Bar Soap to the employees of Traffic Manager (Rlys.) at Ore Handling Complex is arbitrary and discriminatory. The employees of Ore Handling Complex including Traffic Manager (Rlys) are exposed to heavy dust, as they are engaged in loading and unloading of ore. Hence, to clean the cloths, the Bar soap is being supplied to all the workman working in Ore Handling Complex. The employees of Traffic Manager (Rlys) are also exposed to heavy dust. The action of Management in not extending same facility on par with other employees working at Ore Handling Complex is discriminatory and amounts to unfair labour practice. The Respondent-Management introduced supply of lifebouy soap to the workers at Ore Handling Complex in 1984 and same was extended to the workers working in Traffic Manager (Rlys) Department of Ore Handling Complex. But in case of supply of 1/2 Kg. Bar soap, same facility is not being extended to Traffic Manager (Rlys) Department workmen. It is submitted that there are about 200 workmen working in Traffic Manager (Rlys) at Ore Handling Complex and they are being denied the benefit of supply of 1/2 Kg. Bar soap. No reasons is put forth by the Management for denying said benefits to 200 workmen working at Ore Handling Complex. The entire Ore Handling Complex is a dust prone area. The workers are given Lifebouy soap for washing heads and body. They are also given 1/2 Kg. washing soap for cleaning their clothes. Having given Lifebouy soap to Railway Department workers, it is unjust to deny washing soap. Their clothes would be equally exposed to dust. These workers are incurring heavy expenses on washing soap to clean their clothes. Hence the demand is quite just and valid. It is therefore, prayed that the Hon'ble Tribunal may be pleased to hold that the action of Respondent-Management in not supplying the 1/2 Kg. Bar soap to the workmen of Traffic Manager (Railways) Department at Ore Handling Complex is not justified and consequently direct the Respondent to supply the 1/2 Kg. Bar soap to Traffic Manager (Railways) Department employees at Ore Handling Complex from June, 1987 onwards.

3. The matter was coming on for filing of the counter of the Respondent. While so both parties filed a Joint Memo of compromise dt. 25-5-1991 compromising the matter among themselves. The terms of the settlement as incorporated in the said joint memo of compromise were read over and explained to both the parties and they admitted the same to be true and correct. In the interest of keeping peace and harmony in the industry and good relationship between the workman and the management, the settlement was recorded. In view of the settlement entered into between both the parties, there is no need to pass an award on merits in this case and an Award is to be passed in terms of compromise entered into both the parties, in my opinion.

4. In the result, an Award is passed in terms of the settlement entered into between both the parties as per the Joint Memo filed by both the parties. The Joint Memo of compromise filed by both the parties is appended to this Award. There will be no order as to costs.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 25th day of May, 1991.

G. KRISHNA RAO, Industrial Tribunal

[No. L-34011/12/88-D. III(B)]

S. S. PARASHER, Under Secy.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL
AT HYDERABAD

I.D. No. 57/90

BETWEEN

Workmen of Visakhapatnam Port Trust, Visakhapatnam.
AND

The Management of Visakhapatnam Port Trust, Visakhapatnam.

JOINT MEMO OF COMPROMISE FILED BY BOTH THE
PARTIES

It is submitted that certain demands have been made by the petitioner union. As the conciliation failed following reference has been made as I.D. 57/90. Both the parties settled the matter out of court and agreed to supply bar soap of half kg. to Traffic Manager (Railways) Department employees of Ore Handling Complex with effect from 1st November, 1990, as such this Hon'ble Court may be pleased to record the compromise memo as award and close the matter. The above compromise was already implemented with the consent of both the parties.

For Management

Sd/-

Personnel Officer
Visakhapatnam Port Trust,
Visakhapatnam.

Sd/-

For Chairman
Visakhapatnam. VPT
Visakhapatnam.
Dated 25-5-1991.

For Workmen

Sd/-

General Secretary
Association,
Port and Dock Employees
Visakhapatnam.

नई दिल्ली, 3 जून, 1991

का.मा. 1830.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार फ़ेडरल बैंक लिमिटेड के प्रबंधन के संबंध में उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार श्रम न्यायालय, एरणाकुलम के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-5-91 को प्राप्त हुआ।

New Delhi, the 3rd June, 1991

S.O. 1830.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Labour Court, Ernakulam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Federal Bank Limited and their workmen, which was received by the Central Government on the 30-5-91.

ANNEXURE

IN THE LABOUR COURT, ERNAKULAM

Tuesday, the 21st day of May, 1991

Industrial Dispute No. 17 of 1989 (C)

BETWEEN

The management of M/s. Federal Bank Ltd., H.O.
Alwaye, Kerala.

AND

Their workmen represented by the General Secretary,
Federal Bank Employees Union, P.B. No. 10,
Alwaye-683101.

REPRESENTATIONS:

Shri B. S. Krishnan,
Advocate, Ernakulam.

—For Management.

Shri M. Ramachandran,
Advocate, Kochi-17.

—For Union.

AWARD

The Industrial Dispute between the above parties was referred to this Court for adjudication by Government of India, Ministry of Labour, New Delhi, as per Order No. L-12012/(42)/89-IR(Bank)-I dated 12-10-1989. The issue covered by the reference is the following:—

"Whether the action of the management of Federal Bank Ltd., H.O. Alwaye, Kerala in imposing the punishment of dismissal of Shri L. Madhavan, Clerk of the Bank's Hyderabad branch w.e.f. 8-11-84, is justified and if not, to what relief the concerned workman is entitled?"

II. The dismissal was after a domestic enquiry, the validity of which was considered by me as a preliminary issue. I found in my preliminary order dated 1-4-1991 that there was a proper and valid domestic enquiry. The finding of guilt rendered by the Enquiry Officer was also upheld by me. Necessary facts have been stated in that order which I shall here extract in full:—

"PRELIMINARY ORDER

The industrial dispute between the above parties was referred to this Court for adjudication by Government of India, Ministry of Labour, New Delhi, as per Order No. L-12012/(42)/89-IR(Bank)-I dated 12-10-1989. The issue covered by the reference is the following:—

"Whether the action of the management of Federal Bank Ltd., H.O. Alwaye, Kerala in imposing the punishment of dismissal of Shri L. Madhavan, Clerk of the Bank's Hyderabad branch w.e.f. 8-11-84, is justified and if not, to what relief the concerned workman is entitled?"

2. The Union has filed a claim statement stating as follows:—

The allegation against the workman Shri Madhavan was that he had made some corrections in connection with a medical aid claim. He was compelled to face an enquiry. The Management had misrepresented to him and obtained an apology from him. Subsequently, he was dismissed from service on the basis of his alleged admission of guilt. The medical benefits admissible to an employee in an year was Rs. 225 and he was entitled to the benefits of medical aid as a matter of right and the submission of the bill or voucher was only a matter of formality. Sri Madhavan had remitted back the money to the Bank immediately when the matter was brought to his notice. There was no loss incurred to the Bank as the amount was otherwise payable to him afterwards and the amount involved is insignificant. The enquiry conducted by the management was violative of the canons of natural justice and the workman was not able to present his case properly. The enquiry was conducted in such a way in order to victimise Sri Madhavan, who was the Secretary of the Hyderabad unit of Federal Bank Employees Union. An award may be passed directing the Bank to reinstate Sri Madhavan with back wages and continuity of service.

3. The Management has filed a counter statement contending as follows:—

The reference is not maintainable. As per the conditions of service of award staff they are entitled to reimbursement of expenses incurred by them and/or their dependent family members on account of medical attendance and treatment in each calendar year subject to a maximum which is fixed from time to time. As per Third Bipartite Settlement the total expenses of each Calendar year on account of medical attendance and treatment payable by the Bank to clerical and subordinate staff are as shown hereunder:—

Upto basic pay of Rs. 700 pm.

Rs. 225 p.a.

Between Rs. 701 and Rs. 1000 p.m.

—Rs. 300 p.a.

Over basic pay of Rs. 1000 p.m. —Rs. 350 p.a. In order to be eligible to get the reimbursement of the said expenses properly incurred, the employee shall have to submit bills against which medical aid is claimed supported by a certificate from the Doctor concerned. In the present case, Sri Madhavan produced a receipt No. 677 dated 9-1-1984 issued by Dr. Purushotham Rao for a sum of Rs. 230 towards professional fee for consultation of Kesavan, son of Sri Madhavan. The workman submitted the said receipt to the Hyderabad Branch of the Bank alongwith an application on 10-1-1984 for reimbursement claiming Rs. 255. The workman was on leave on 10-1-1984. Still he prepared the relative vouchers, himself presented them to the Manager and got it sanctioned. Subsequent enquiries by the Branch Manager revealed that the actual expenses incurred by the workman in this regard was only Rs. 30 and the receipt issued by the Doctor was only for the said sum. The workman had altered the said sum to Rs. 230 to claim the admissible refund of Rs. 225. An explanation was sought for on 23-1-1984 as to why he claimed to have incurred Rs. 230 for medical consultation when the actual amount incurred by him was only Rs. 30. He submitted an explanation on 30-1-1984 in which he asserted that he had actually incurred the amount of Rs. 230 as claimed by him. On the same day, on his own accord, he remitted back the amount of Rs. 225 on a plea that the claim was made with prior approval on the Manager and that he might be given back the bill so that he would get an authentication on the bill and further contending that as there was no stamp on the receipt the Manager should not have sanctioned the amount. A domestic enquiry was ordered and he was placed under suspension from 14-2-1984. On 19-6-1984, he submitted a representation to the Management in which he admitted that he had made attempts to obtain an authentication or a certificate from the Doctor concerned over the medical bill and having failed in the matter, he was admitting the allegation against him. In the enquiry, when the charge was read over and sought his response by the Enquiry Officer, the workman pleaded guilty. On the basis of the materials on record, the Enquiry Officer found him guilty of the charges. Accepting the findings of the Enquiry Officer, the Disciplinary Authority proposed to dismiss him from the service of the Bank and finally the proposal was confirmed. He filed an appeal before the Appellate Authority which rejected the appeal on 15-12-1984. Thereafter an industrial dispute was raised only in 1988. The dismissal is done in compliance with all legal formalities and principles of natural justice. Workman participated fully in the enquiry. Dismissal is for proved misconduct which is an antithesis of victimisation. His union relationship has nothing to do with the disciplinary action. An award may be passed upholding the dismissal of the workman.

4. The Union has filed a rejoinder reiterating its claims in the claim statement and refuting the contentions in the counter statement filed by the Management.

5. The points that arise for consideration are whether the domestic enquiry conducted by the Management is legal and proper and whether the findings entered into by the Enquiry Officer are supported by legal evidence?

6. The delinquent was an employee in the Management Bank. While so, he was served with a memo of charges for the misconduct he has alleged to be committed. The workman has submitted his explanation denying the charges. Not satisfied with the explanation submitted by the workman, the Management ordered to conduct a domestic enquiry by appointing a domestic enquiry officer who held the enquiry and made the report which is contained in Ext. M1 enquiry file. In the report the enquiry officer found that the delinquent was guilty of the charges. Accepting the findings of the Enquiry Officer, the delinquent was dismissed from service. Aggrieved by the said dismissal, the Union representing the workman espoused the cause of the workman by raising an industrial dispute which culminated in this reference.

7. Now the Union is challenging the findings of the Enquiry Officer on the grounds that the enquiry was not conducted in accordance with the principles of natural justice and so the findings are perverse. But on perusal of Ext. M1 enquiry file it can be seen that the workman was given sufficient opportunity to participate in the enquiry and he has admitted the misconduct before the enquiry officer. He

has also remitted back the amount to the Bank. On perusal of Ext. M1 it can be seen that the Enquiry Officer has conducted the enquiry following the principles of natural justice and has entered the finding on the basis of the admission given by the delinquent. In these circumstances I find that the enquiry conducted by the Enquiry Officer is legal and proper and the finding entered into by the Enquiry Officer is also legal and proper.

8. In the result it is hereby ordered that there was a proper and valid domestic enquiry and the findings entered into by the Enquiry Officer are also correct."

III. The question remains to be considered is legality and justifiability of the punishment imposed on the delinquent who committed the misconduct of submission of a false medical bill issued by Dr. G. Purushotham Rao for a sum of Rs. 230 towards professional fee for consultation of Kesavan, son of Madhavan. And he submitted it in Bank alongwith an application for reimbursement claiming Rs. 225. But the actual expenses incurred by the workman in this regard was only Rs. 30 and receipt issued by the doctor was only for Rs. 30. The workman altered the said sum to Rs. 230 to claim the admissible refund of Rs. 225 para 19(12)(C) of the Bipartite Settlement reads :—

"In awarding punishment by way of disciplinary action, the disciplinary authority have to take into account of the gravity of misconduct, previous record if any of the employee and aggravating or extenuating circumstances that may exist."

In this case, the delinquent had a blemishless service record in the past. It is settled law also that the punishment should be proportionate to the gravity of misconduct. Taking into consideration the nature of misconduct committed by the delinquent and other attendant circumstances, I am of opinion that justice will be met if he will be reinstated with back wages, as the loss of salary for the last years alongwith the mental agony and humiliation due to dismissal is a sufficient punishment for the alleged misconduct. Therefore I find that the punishment imposed on the delinquent cannot be justified and it is a fit case to interfere under section 11-A of the Industrial Disputes Act in the matter of punishment. Therefore I hold that the delinquent should be reinstated in service with back wages but with continuity of service.

IV. In the result an award is passed directing the management to reinstate the delinquent Sri L. Madhavan without back wages but with continuity of service.

Ernakulam,

21-5-1991.

APPENDIX

Exhibit marked on the Management's side :—

Ext. M1.—File relating to the domestic enquiry held against Sri L. Madhavan.

R. RAVEENDRAN, Presiding Officer

[No. L-12012/42/89-IR(Bank-I)]

S. C. SHARMA, Desk Officer

नई दिल्ली 3 जून, 1991

का.प्र. 1831—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में; केन्द्रीय सरकार पोस्टल सिविल डिजीजन, पटना के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-91 को प्राप्त हुआ।

New Delhi, the 3rd June, 1991

S.O. 1831.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1 Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Postal Civil Division Patna and their workmen, which was received by the Central Government on 31-5-91.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No 41 of 1989

PARTIES :

Employers in relation to the management of Postal Civil Division, Patna.

AND

Their Workmen

PRESENT :

Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

On behalf of the workmen—Shri D. K. Verma, Advocate

On behalf of the employers—Shri Semiran Paul, Advocate

STATE : Bihar. INDUSTRY : Post & Telegraph.

Dated, Dhanbad, the 23rd May, 1991

AWARD

By Order No. I-40012/34/88-D-2(B), dated the 24th April, 1989 the Central Government in the Ministry of Labour, has in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-k) of Section 10 of the I.D. Act, 1947, referred the following dispute for adjudication to this Tribunal:—

SCHEDULE

“Whether the action of the Postal Deptt., Ranchi in terminating the services of Sri Vijay Kumar Srivastava w.e.f. 1-8-1987 is justified? If not, to what relief the workman is entitled?”

2. The case of the Postal Department, Ranchi, as disclosed in the W.S. submitted on its behalf by the Assistant Engineer, Postal Civil Sub-Division, Ranchi details apart is as follows:—

The workman concerned Shri Vijay Kumar Srivastava was engaged with effect from 17-9-86 and he worked till 31-7-87. Shri Srivastava left his job at his own will after 31-7-87 and did not turn up to work. He left the department because he was not having any charm to work for the department due to low wages, he was being paid @ Rs. 14.45P. per day at the time of leaving the department. He left his job without any intimation to the department. The department came to know in the month of February, 1988 by Government of India letter No. 45/95/87-SPD-I dated 10-2-1988 that the rate of daily rated Mazdoor has been increased from 14.45P. per day to Rs. 30.00 per day approximately (i.e. Rs. 750+D.A./ADA per month). The concerned workman might have come to know regarding this enhanced rate of wages of daily rated mazdoor and he went to the Labour Court in the month of March, 1988. Had the department stopped him from duty or removed him, he might have moved the Court in the month of August, 1987. He left the department with effect from 1-8-87 and made complaints in the month of March, 1988 i.e. after a lapse of 7 months. Hence the question of giving relief to him does not arise.

3. The case of the concerned workman, as appearing in the W.S. submitted by him is as follows:—

He joined the services of the Postal Sub-Division Maintenance Office, Ranchi (hereinafter referred to as management) in the subordinate cadre as Watchman on daily wages basis for 4 days in July, 1986 and from 17-9-86 to 31-7-87 continuously. He was suddenly stopped from work from 1-8-87 orally by the Assistant Engineer, Postal Civil Sub-Divisional, Ranchi without assigned any reason. He worked at Maintenance office at Ranchi for a total period of 288 days as detailed hereunder:—

July, 1986—four days (d)
Sept., 1986—Thirteen days (13)
Oct., 1986—Thirty one days (31)
Nov., 1986—Twenty one days (21)
Dec., 1986—Thirty one days (31)
January, 1987—Thirty one days (31)
February, 1987—Seventeen days (17)
March, 1987—Twentynine days (29)
April, 1987—Thirty days (30)
May, 1987—Twenty days (20)
June, 1987—Thirty days (30)
July, 1987—Thirty one days (31)

Total 288 days

He was paid wages @ Rs. 10 per day through vouchers and subsequently it was enhanced to Rs. 14.45P. per day. He was not given notice of one month nor was he paid pay for the period of notice nor retrenchment compensation, though he had put in 240 days of service as required under Section 25F read with Section 25B of the I.D. Act, 1947. He was employed as watchman at maintenance office at Ranchi under the direct control of Asstt. Engineer, Postal Civil Sub-Division Ranchi and also under the over all control of the Executive Engineer, Postal Civil Division, Patna. He approached the management for his reinstatement in service umpteen time but that yielded no result. In the circumstances he was constrained to raise the present industrial dispute before the ALC(C), Ranchi who held conciliation proceeding but that ended in failure due to the recalcitrant attitude of the management. The ALC(C) submitted his report to the appropriate Government about failure of conciliation and the appropriate Government thereafter referred the present industrial dispute for adjudication before this Tribunal. The action of the management in stopping his service on and from 1-8-87 without assigning any reason constitute retrenchment. The management did not follow the condition precedent to retrenchment as contained in Section 25F of the I.D. Act. It is well settled that casual/daily rated mazdoors who had put in 240 days of service as defined in Section 25B of the I.D. Act shall be regularised in service. The management has also failed to follow the provision of Section 25C of the I.D. Act as they retained the service of junior workman like Shri Raj Kumar of Ranchi Maintenance Office and dispensed with the services of senior workman as he himself was, without disclosing the reasons. The management even appointed fresh hands in different section and stations after retrenching him from service. In doing so the management did not follow the rules 77 and 78 of I.D. Rules, 1957. The action of the management in terminating his services is malicious and malafide. In the circumstances, he has proved that the management be directed to reinstate him in service with full back wages and also to regularise him in service.

4. In rejoinder to the W.S. of workman concerned the management has stated that the workman concerned was never given any service by issuing appointment letter. There was no written contractual appointment. The department engages labourers on daily wages basis as and when required. But this does not entitle the labourers for any service. He worked as labourer and signed the Attendance Register but his signature on the Attendance Register does not confirm that he has got any claim for service unless and until he is engaged through any written contract as per the contract of recruitment in service of the Government of India. It has been denied that he was stopped from duty on 1-8-87 by the Assistant Engineer, Maintenance Sub-Division Ranchi without assigning any reason. He never completed 90 days continuous

service. Break up duty on daily wages does not confirm any claim for regularisation. He was never appointed in the service of the Government by appointment letter. He was engaged on daily wages basis. It has been denied that he approached the management for reinstatement in service. He is an ex-workman who was working earlier as daily rated worker and since he left the work at his own sweat will, the question of any industrial dispute does not arise. Shri Raj Kumar was senior to him in service. The concerned workman worked for 288 days up to 31-7-87 and that too not continuously but intermittently. Shri Raj Kumar worked for 298 days upto 31-7-87, not continuously but intermittently. It has been asserted that after 31-7-87 no one was engaged as daily rated worker in the Postal Civil Sub-Division, Ranchi and that at present there is no vacancy of daily rated Mazdoor at the sub-division.

5. In rejoinder to the W.S. of the management the concerned workman has asserted that he was not allowed to work with affect from 1-8-87 and this stoppage is termination of service. It has been denied that the concerned workman left his job on his own and did not turn up. Actually he reported for duty but he was not allowed to work by the management. It is not material whether any letter of appointment was issued to him or whether there was any contract or not. The material issue is whether he had worked for the management and if he did so, whether he had put in 240 days of service in 12 calendar months. If it is found that he had put 240 days of service in 12 calendar months then the procedure laid down in the I.D. Act must be followed in order to terminate his services. Post and Telegraph department is an "Industry" under the I.D. Act. Shri Raj Kumar was junior to him in service and this will be evident from the Attendance Register itself. Raj Kumar was not working in September, 1986. The management has tried to circumvent the issue by showing payment to him in the month of September, 1986 in order to show him senior to him. The Postal Civil Sub-Division, Ranchi is not a water tight department and so it cannot be assumed that his case cannot be slated to other units of Postal Division at Patna.

6. The management in order to justify its action has examined Shri R. N. P. Sahu, Assistant Engineer, Postal Civil Sub-Division, Ranchi and laid in evidence 3 items of document which have been marked Ext. M-1, M-1/1 and M-2. On the other hand the concerned workman has examined himself and laid in evidence some items of documents which have been marked Ext. W-1 and W-2 series.

7. Admittedly, Shri Vijay Kumar Srivastava, the concerned workman was engaged as a workman in the maintenance office of Postal Civil Sub-Division, Ranchi sometime in July, 1986 as daily rated worker. MW-1 Shri R. N. P. Sahu Asstt. Engineer in Postal Civil Sub-Division, Ranchi has stated that the concerned workman was performing the job which can be likened to the job of a coolie. On the other hand the concerned workman has emphatically stated that he joined the Postal Sub-Division, Maintenance office, Ranchi as Watchman. The copies of vouchers which have been produced by the concerned workman and the management and marked Ext. M-2 series to Ext. W-2 series indicate that the concerned workman was sometime engaged as chowkidar and sometimes as daily rated Mazdoor but never as a coolie. In the circumstances I am constrained to hold that the concerned workman joined the maintenance office, Ranchi Postal Civil Sub-Division sometime in July, 1986 and worked in different capacities such as sometimes as daily rated Mazdoor and sometimes as Chowkidar.

8. It appears from the testimony of the concerned workman that initially he used to get Rs. 10 per diem which was later increased to Rs. 14.45 per diem. This is also supported by the vouchers Ext. M-2 series Ext. W-2 series.

9. Admittedly, the management issued no letter of appointment to the concerned workman. Nevertheless, the fact remains that he was engaged by the management as daily rated workman and employed in different capacities such as Chowkidar and daily rated mazdoors.

It is the irrefragible position that the concerned workman worked in the maintenance office for different period the details of which are gleaned hereunder :—

July, 1986—four days (4)
 Sept., 1986—Thirteen days (13)
 Oct., 1986—Thirty one days (31)
 Nov., 1986—Twenty one days (21)
 Dec., 1986—Thirty one days (31)
 January, 1987—Thirty one days (31)
 Feb., 1987—Seventeen days (17)
 March, 1987—Twenty nine days (29)
 April, 1987—Thirty days (30)
 May, 1987—Twenty days (20)
 June, 1987—Thirty days (30)
 July, 1987—Thirty one days (31)

Total 288 days.

Admittedly, he was not engaged for duties with effect from 1-8-1987.

It has been contended by the management that the concerned workman abandoned his job on his own. The concerned workman has hotly disputed this position. MW-1 Shri R. N. P. Sahu has stated that after 31-7-87 the concerned workman did not turn up for duty. The concerned workman has asserted that the management has stopped him from performing his duties and that he did not leave his employment on his own. It was suggested to the concerned workman by the management at the time of cross-examination that since there was no necessity for keeping him in employment, the management did not retain him. This cross-examination is indicative of the fact that he was stopped from duty.

Abandonment of job is one of the circumstances in which the contract of industrial employment may be determined. In order, to constitute abandonment of job such abandonment must be total and under the circumstances, which clearly indicate absolute relinquishment. Abandonment or relinquishment of service is always a question of intention, and normally, such intention cannot be attributed to an employee without adequate evidence on that behalf. However, the intention may be inferred from the acts and conducts of the parties. Temporary absence is not ordinarily sufficient to constitute abandonment of job. The concerned workman does not appear to be a man of means. He has joined issue with the management over his employment and has been pursuing the matter with right earnest. In the circumstances, I am constrained to hold that the plea of abandonment of job by the concerned workman as set up by the management is without any solid foundation and as such not sustainable. On the other hand the evidence on record indicates that the concerned workman was stopped from duty with effect from 1-8-1987.

10. The evidence on record reveals that the concerned workman completed more than 240 days of service before he was stopped from duty.

Shri S. Paul, learned Advocate for the management has contended that the management did not terminate the service of the concerned workman and that it simply did not take work from him with effect from 1-8-87. If that be so it is also considered to be termination of service by another means.

Posts and Telegraphs department is considered to be an 'Industry'. The term 'Industry' is of wide import. All systematic activity, organised with the cooperation of employer and employees for the production and distribution of goods and services will be 'Industry'. Absence of profit motive is irrelevant in public and private ventures alike. One has to look at the character of the activity and not the person presiding over it or his motive. The Posts and Telegraphs department has nothing to do with the constitutional function of the State. It stands as a separate department of the Government discharging functions analogous to trade or business even in a commercial sense. (1983 Lab. I, C

135—Kunjan Bhaskaran and others, vs. Sub-Divisional Officer, Telegraphs Changanessery and others). This being so the Posts and Telegraphs department shall be considered as "Industry". The management has terminated the services of the concerned workman who had put in more than 240 days of service before his services were dispensed with without complying with the provision of Section 25-F of the I.D. Act. Termination in the present case is retrenchment within the meaning of Section 2(oo) of the I. D. Act, and the management was not justified in resorting to retrenchment of the concerned workman from service without complying with the condition precedent to such retrenchment as envisaged in Section 25-F of the I. D. Act, 1947. Hence, the action of the management in terminating the services of the concerned workman with effect from 1st August, 1987 is not justified.

11. Then again Shri Paul has contended that this Tribunal has got no jurisdiction to hear the present industrial dispute. According to him, Administrative Tribunal is the proper forum where such dispute can be raised and decided. I have already stated the Posts and Telegraphs department is an "Industry". The concerned workman is a workman within the meaning of Section 2(a) of the I. D. Act. The concerned workman is not a member of All India Services nor was he appointed to any Civil Service of the Union or Civil Post under the Union. He is not a Civilian appointed to any defence services or post connected with the defence. Regard being had to the provision of Section 14 of the Administrative Tribunals Act, 1985, I hold that this Tribunal has got jurisdiction to hear the present industrial dispute and the Administrative Tribunals Act, 1985 has not debarred this Tribunal from hearing this dispute.

12. I have already held that the action of the management in terminating the services of the concerned workman with effect from 1-8-87 is not justified. It follows from my discussion, that he should be reinstated in service, and in my view, within one month from the date of publication of this Award. Since the concerned workman was engaged as daily rated worker, I do not pass any Award for back wages.

Accordingly the following Award is rendered :—

"The action of the Postal Department, Ranchi in terminating the services of Shri Vilay Kumar Srivastava w.e.f. 1-8-1987 is not justified. The management is directed to reinstate him in service within one month from the date of publication of this Award. The concerned workman is directed to report for duty where he was last posted within the date as aforesaid. In the context of the facts of this case I pass no Award for back wages."

In the circumstances of the case. I award no costs.

S. K. MITRA, Presiding Officer
[No. L-40012/34/88-D.II(B)(Pt.)]

नई दिल्ली, 5 जून, 1991

का.आ. 1832.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी. डब्ल्यू. डी. सिविल डिबीजन-II, देहरादून के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-91 को प्राप्त हुआ था।

New Delhi, the 5th June, 1991

S.O. 1832.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi, as shown in the Annexure in the industrial dispute between the employers in relation to the management of C.P.W.D., Civil Divn-II, Dehradun and their workmen, which was received by the Central Government on 3-6-1991.

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 63/90

In the matter of dispute between :

Shri Dharmanand Thapliyal s/o Shri Kirpa Ram Thapliyal, c/o Shri Sachidanand Thapliyal, L.B.S.N.A.A. Charlville, Mussoorie-248179.

Versus

The Executive Engineer, C.P.W.D. Civil Divn. II, 20, D Subhash Road, Dehradun-248001.

APPEARANCES :

None—for the workman.

Shri S. K. Berry—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42012/42/87-D-2(B) dated 17th January, 1989 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Central P.W.D. Civil Division-II, Dehradun in terminating the services of Shri Dharmanand Thapliyal Beldar w.e.f. 30th April, 1982 is justified ? If not to what relief the workman is entitled to ?"

2. The case was fixed for filing of rejoinder by the workman. Nine adjournments had already been given to the workman to file rejoinder but neither the workman filed rejoinder nor came up with any explanation whatsoever. On many dates even the workman or his representative were not present and a letter was received from the representative of the workman dated 24th May, 1991 that he had already asked the workman to come and file the rejoinder but he was taking no interest in the matter. He further stated in that letter that the workman do not seem at all interested to conduct his case and was himself disillusioned by his continued hostile behaviour. He further stated that the case may be closed. In view of this situation the court is left with no option but to hold that the workman or his representative is not interested in following the case, therefore, order that the case is disposed of for want of prosecution by the workman and No Dispute award is, therefore, given in this case leaving the parties to bear their own costs.

29th May, 1991.

GANPATI SHARMA, Presiding Officer
[No. L-42012/42/87-D.II(B)(Pt.)]

का.आ. 1833.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार दिल्ली दूध योजना, नई दिल्ली के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-91 को प्राप्त हुआ था।

S.O. 1833.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial between the employers in relation to the management of Delhi Milk Scheme, New Delhi and their workmen, which was received by the Central Government on 3rd June, 1991.

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 109/90

In the matter of dispute between :

General Secretary,
D.M.S. Employees Union,
through D.M.S. Premises, West Patel Nagar,
New Delhi.

Versus

General Manager,
D.M.S.
West Patel Nagar,
New Delhi-110008.

APPEARANCES :

Shri Umesh Mishra Adv.—for the workman.

None—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42011/65/87-IR(D.U.) dated 20th September, 1990 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Delhi Milk Scheme, New Delhi asking the milk van drivers to unload the milk at unmanned milk depots and held responsible them in case shortage if milk is justified ? If not, to what relief the workmen concerned are entitled to ?"

2. The case was fixed for today but claim has not been filed for the last 4-5 dates and none has appeared on behalf of the workman or the management in this case. It appears that none of them is interested in following the case and, therefore this case is disposed of for want of non-prosecution by the parties. Parties are left to bear their own costs. 29th May, 1991.

GANPATI SHARMA, Presiding Officer
[No. L-42011/65/87-IR(D.U.) (Pt.)]

का.आ. 1834:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वक्षिण रेलवे, त्रिचुर के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-91 को प्राप्त हुआ था।

S.O. 1834.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Executive Engineer (construction) Southern Railway, Trichur and their workmen, which was received by the Central Government on 3-6-1991.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMILNADU, MADRAS

Wednesday, the 7th day of March, 1991

PRESENT :

Thiru M. Gopalaswamy, B.Sc., B.L., Industrial Tribunal.
Industrial Dispute No. 33 of 1987

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of the Executive Engineer (Construction), Southern Railway, Trichur, (Kerala).

BETWEEN

1. Thiru A. P. Rajan,
Athiraparambathu House,
Near Prubhodini, Kadalundi P.O.
Distt. Calicut (Kerala).

2. Thiru K. Radhakrishna Pillai,
Mullankottu Vayalil House,
Peruman P.O., Ferinad,
Quilon (Kerala).

AND

The Executive Engineer (Construction),
Southern Railway, Trichur (Kerala).

Reference.—Order No. I-41012/55/83-D.II(B), dated 19-11-85 of the Ministry of Labour, Government of India, New Delhi.

This dispute after remand, coming on for final hearing on Friday, the 1st day of March, 1991 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiruvalargal Ashok M. Cherian, K. V. Abraham and N. Rathi Devi, Advocates appearing for the workmen and of Thiru M. Munir Sheriff, Advocate for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following :—

AWARD

This dispute relates to the question whether the two workmen in the Industrial Dispute are entitled to get their back-wages in the light of the order dated 31-5-1990 passed by the Central Administrative Tribunal, Ernakulam Bench in O.A. No. 215/89 in and by which the award passed by the Tribunal on 7-3-88 in so far as denial of back wages to the workers has been set aside.

(2) The Workmen-Petitioners Rajan and Radhakrishna Pillai who were working as Khalasis under the Southern Railway were dismissed from service after obtaining adverse report given by a domestic enquiry officer. They contended that the findings recorded by the enquiry officer were perverse and not supported by evidence and that the punishment was disproportionate.

(3) The respondent-Management filed a counter stating that the domestic enquiry was perfectly held in accordance with the rules and principles of natural justice, that the findings were correctly arrived at and that the punishment given was just.

(4) At the enquiry held by this Tribunal Management's documents Exs. M-1 to M-14 were marked and no other evidence was given by either side. The learned Industrial Tribunal after considering the documentary evidence came to the conclusion that the findings recorded by the enquiry officer were not supported by acceptable evidence and therefore they did not deserve any punishment. In the result, an award was passed on 7-3-88 directing that the petitioners be reinstated with continuity of service but without right to claim back wages.

(5) Against the negative order by which the petitioners were deprived of back wages they have filed Original Application No. 215 of 1989 before the Central Administrative Tribunal, Ernakulam Bench. The learned Judges of that Tribunal have held that the Industrial Tribunal, Madras having ordered the reinstatement of petitioners did not exercise its discretion judiciously and did not express its reasons for passing an award without enabling them to get back wages.

(6) Therefore the question whether the petitioners are entitled to back wages is the only matter to be decided now.

(7) It is not proved that the petitioners were, after their dismissal, working carefully in any establishment. The charge was that these 2 petitioners while working on 11-5-82 at about 10 a.m. wilfully threw one of the sleepers in the course of lowering them with the intention of causing harm to Superior Officers and by violating the normal mode of operation. The evidence which was adduced to prove the

charges has been held by the Industrial Tribunal, Madras to be totally unreliable and uninspiring. Therefore the Tribunal concluded that the charges that the workers dropped the sleepers towards the superior officers were not proved. It passed an award directing that the petitioners be reinstated with continuity of service. To deprive the workers of their right to get their back wages the Tribunal should have given convincing reason and applied its discretion on the basis of such reasons. However the Tribunal did not state any reason because there was no reason at all. After going through the record, I am unable to find any reason which will justify an order that negatives the petitioner's right to get back wages from the date of suspension. I therefore hold that the 2 petitioners are entitled to be paid the back wages due to them with all eligible increments from the date of suspension 12-5-82 till the date of their reinstatement in service. I answer the question accordingly.

(8) In the result, an award is passed directing the respondent to pay the two petitioners back wages with effect from 12-5-1982 alongwith the usual increments till the date of their reinstatement in service. No costs.

Dated, this 27th day of March, 1991.

WITNESSES EXAMINED

(Before and after remand)

For both sides—None.

DOCUMENTS MARKED

(Before Remand)

For Workmen—Nil.

For Management—

Ex. M-1/11-5-82—Typed copy of memo issued to Thiru K. Radhakrishna Pillai by Inspector of Works, Trichur.

Ex. M-2/15-5-82—Typed copy of show cause notice to Thiru K. Radhakrishna Pillai.

Ex. M-3/16-5-82—Reply to Ex. M-2 by Thiru Radhakrishna Pillai.

Ex. M-4/29-5-82—Letter from the Executive Engineer/Construction to Thiru K. Radhakrishna Pillai, intimating date of domestic enquiry. (Typed copy).

Ex. M-5/11-5-82—Memo issued to Thiru A. P. Rajan by the Inspector of Works/IV/Trichur. (Typed copy).

Ex. M-6/15-5-82—Showcause Notice to Thiru A. P. Rajan by the Inspector of Works/IV/Trichur. (Typed copy).

Ex. M-7/16-5-82—Reply from Thiru A. P. Rajan to Ex. M-6.

Ex. M-8/29-5-82—Letter from the Executive Engineer to Thiru A. P. Rajan regarding domestic enquiry.

Ex. M-9/ — Findings of the Enquiry Officer against Thiru K. Radhakrishna Pillai and Thiru A. P. Rajan. (Typed copy).

Ex. M-10/17-11-82—Dismissal order to Thiru K. Radhakrishna Pillai. (Typed Copy).

Ex. M-11/17-11-82—Dismissal order to Thiru A. P. Rajan. (Typed copy).

Ex. 12/31-12-82—Appeal memorandum submitted by Thiru K. Radhakrishna Pillai before the Deputy Chief Engineer (construction), Southern Railway, Trivandrum.

Ex. M-13/31-12-82—Appeal memorandum submitted by Thiru A. P. Rajan before the Deputy Chief Engineer (Construction), Southern Railway, Trivandrum.

Ex. M-14/ 2-83—Order of the Appellate Authority issued to Thiru K. Radhakrishna Pillai confirming the order of dismissal.

After remand—Nil.

THIRU M. GOPALASWAMY, Industrial Tribunal
[No. L-41012/55/83-D.II(B)(Pt.)]

K. V. B. UNNY, Desk Officer

नई दिल्ली, 5 जून 1991

का.आ. 1835.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्राय सरकार साऊथ ईस्टर्न कोल फील्ड्स लिमिटेड के प्रबन्धन के संबंध में निवेदन और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्राय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करता है, जो केन्द्राय सरकार को 31-5-91 को प्राप्त हुआ था।

New Delhi, the 5th June, 1991

S.O. 1835.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of South Eastern Coalfields Limited and their workmen, which was received by the Central Government on the 31-5-1991.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LCR(197)/1987

PARTIES:

Employers in relation to the management of (South Eastern Coalfields Limited), Chirimiri Area (Western Coalfields Ltd.) P.O. Chirimiri, District Surguja (M.P.) and their workman, Shri P. V. S. Rao Grade I Clerk, represented through the M.P. Koyala Mazdoor Panchayat (HMS) Chirimiri Area branch, P.O. Chirimiri, District Surguja (M.P.).

APPEARANCES:

For Workman—Shri R. K. Gupta, Advocate.

For Management—Shri Rajendra Menon, Advocate.

INDUSTRY: Coal Mining. DISTRICT: Surguja (M.P.).

AWARD

Dated, May 15th, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-20012/12/86-D. V/D. III(B)/D. III(A) dated 25th September, 1987, for adjudication of the following dispute:—

“Whether the supercession of Shri P. V. S. Rao, Grade I Clerk (by his Juniors) to the post of Senior Clerk/Special Grade Clerk by the orders of General Manager, Chirimiri Area of Western Coalfields Ltd., P.O. Chirimiri, Distt. Surguja, is justified? If not, what relief is the worker entitled for?”

2. Facts leading to this case are that the workman, Shri P. V. S. Rao, Grade I Clerk has been superceded by his juniors for promotion to the post of Senior Clerk/Special Grade Clerk by orders of the General Manager, Chirimiri Area in the D.P.C. held in the year 1983. It is also not disputed that S/Shri O. C. David and P. S. Joseph who were juniors to him were promoted to the said post while the workman concerned was left out.

3. According to the workman, he has been superceded without any basis. No adverse C.R. entry was ever communicated to him. His service record was clean. D.P.C. held was

not legal. Hence he is entitled to be promoted with effect from 27/28-12-1983 to the post of Senior Clerk/Special Grade Clerk, he shall also be given his seniority on the said post as well as arrears and other benefits.

4. The management in substance has stated that the case of the workman was considered by the D.P.C. and he was not recommended for promotion. Action of the management is fully justified on the basis of the record. D.P.C. was held in accordance with law, the workman concerned is not entitled to any relief and the reference is liable to be rejected.

5. Management has proved three documents Ex. M/1 to Ex. M/3 and examined S. K. Mitra as M.W. 1, while the workman has examined B. Prasad as W.W. 1 and P. V. S. Rao workman concerned as W.W. 2 in support of his case.

6. Without going into the validity of the D.P.C. the case can be decided on merits. Ex. M/1 is the proceedings of the D.P.C. and Ex. M/3 is the list of departmental candidates considered for promotion to the post of Senior Clerks. Ex. M/2 is the C.R. of the workman for the year ending 31st March, 1980. No other C.Rs. of the workman have been placed before this Tribunal particularly the adverse entry on which basis this workman was superseded. The name of the workman finds place at Sl. No. 23 and the name of Shri O. C. David at Sl. No. 24 while Shri P. S. Joseph has been shown at Sl. No. 26. Obviously these two persons are juniors to the workman concerned. The remark column of Ex. M/3 disclose that the workman was not considered due to poor C.R. of one year. It discloses that the C.R. of the workman for the year 1979 was reviewed as poor. The record discloses that earlier C.Rs. given was good. How it was reviewed as poor has not been shown. M.W. 1, S. K. Mitra, could not throw light on it. Workman as W.W. 2 has stated that he was not communicated any adverse C.R. He says that he even does not know about it. He further says that he was not even aware that his case was considered in the D.P.C. held in the year 1982. M.W. 1 S. K. Mitra has also not been able to say whether adverse entry in the C.R. was communicated to the workman concerned. Thus the testimony of the workman has to be believed that the adverse C.R. was not communicated to him.

7. That apart, it is not understood as to how a good C.R. was reviewed and converted into a poor C.R. The Minutes Ex. M/1 disclose that C.Rs. for the last three years were to be considered for the purpose of promotion. But at serial no. 18 (Ex. M/3) while considering the case of Shri S. S. Singh his C.R. for the year 1979-80 was not on record and he was considered fit for promotion. Similar is the case of Shri K. S. Nagabhushan at serial no. 33 whose C.R. for the year 1981-82 was not before the D.P.C. but he was considered fit for promotion. In the case of Mithu Lal Rajak at Sl. No. 49 C.R. for the year 1980-81 does not appear to be before the D.P.C. and he was considered fit for promotion. Thus D.P.C. has not followed the criteria of considering the C.R. of last three years.

8. In view of the above discussions, it can be safely held that the supersession of Shri P. V. S. Rao, Grade I Clerk is not legal in the D.P.C. held in the year 1983. He is entitled to be promoted in accordance with his seniority in the post of Senior Clerk/Special Grade Clerk with effect from the date as per promotions made in the D.P.C. held in the year 1983 and be placed above Shri O. C. David, with all consequential benefits arising therefrom. The reference is accordingly answered as follows :—

The supersession of Shri P. V. S. Rao Grade I Clerk (By his Juniors) to the post of Senior Clerk/ Special Grade Clerk by the orders of General Manager, Chirimiri Area of Western Coalfields Ltd., P.O. Chirimiri, District Surguja is not justified. He is entitled to be promoted, as per his seniority and be placed above his juniors, with all consequential benefits arising therefrom. No order as to costs. Award is made accordingly.

V. N. SHUKLA, Presiding Officer:

[No. L-20012/12/86-D. V/D. III(B)/D. III(A)]

का.आ. 1836.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्राय-मस्कार साऊथ ईस्टर्न कोलफिल्ड्स लिमिटेड के संबद्ध नियो-जनों और उनके कर्मकारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्राय सरकार औद्योगिक अधिकरण मुचनेस्वर को पंचाट को प्रकाशित करता है, जो केन्द्राय सरकार को 3-6-91 को प्राप्त हुआ था।

S.O. 1230.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of South Eastern Coalfields Limited and their workmen, which was received by the Central Government on the 3-6-91.

ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA : BHUBANESWAR

PRESENT :

Shri R. K. Dash, LL.B.,
Presiding Officer,
Industrial Tribunal,
Orissa, Bhubaneswar.

Industrial Dispute case No. 9 of 1988 (Central)

Dated, Bhubaneswar, the 23rd May, 1991

BETWEEN :

The Management of South Eastern Coalfields Ltd.,
Talcher (Orissa)...First Party Management.

AND

Their workmen, represented through
Orissa Coalfields Labour Union,
P.O. Deulbera Colliery, Via Talcher.
Dist : Dhenkanal...Second Party-Workmen.

APPEARANCES :

Sri R. K. Katara, Personnel Manager—For the First Party-Management.

Sri P. C. Sahoo, President of the Union—For the Second Party-workmen.

AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred upon them by clause (d) of sub-section (1), and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) and by their Order No. L-24012(112)/87-D.IV(B) dated 29-1-88 have referred the following dispute for adjudication by this Tribunal.

“Whether the demand of the ITI Craftsmen of South Eastern Coalfields Ltd., Talcher (as per Annexures) for promotion to the corresponding categories/grades depending on the nature of work done by them after completion of 2nd year of training is justified? If so, to what relief the workmen concerned are entitled and from which date ?”

2. On receipt of the aforesaid reference both parties were noticed in response to which they filed their written statements. It is needless to give a detail narration of the claims advanced by both the parties for the reason that the reference is going to be disposed of by a ‘No dispute Award’. After the issues were settled parties were asked to lead evidence. From the side of the workmen one witness was examined and some documents were marked Exhibits. At this stage the Government of India in the Ministry of Labour,

intimated this Tribunal to delete the reference earlier made and to substitute a new reference in its place as given below:—

“Whether the demand of the workmen of South Balanda Excavation Project, Jagannath Excavation Project and Bharatpur Excavation Project of M/s. South Eastern Coalfields Ltd., Talcher that the ITI Craftsmen should be regularised on the posts on which they are working as per Annexure-A, Annexure-B and Annexure-C, is justified? If so, to what relief are the workmen entitled?”

As the First Party-Management opposed to the substitution as aforesaid, the parties were heard and by order dated 19-10-89 substitution of the reference was not allowed. It was then ordered that the first reference would be heard and adjudicated. This being the state of affairs, on behalf of the second party-workmen a petition was filed on 10-1-91 praying to close the proceeding because if the hearing is taken-up to answer the first reference, it will not resolve the dispute between the parties. On behalf of the First Party-Management it was stated that it has no objection if a No dispute Award is passed.

3. On a scrutiny of the earlier as well as the subsequent reference, it is seen that both are distinct and separate. It is submitted on behalf of the second party-workmen that the subsequent reference as mentioned above is the real dispute between the parties and the same requires to be decided if a fresh reference is made by the Central Government.

In view of the submissions made by the parties, I have no option but to pass a ‘No dispute Award’ in so far as the first reference is concerned. Before parting with this order, I may observe that to resolve the real dispute between the parties the Central Govt. may consider to make a fresh reference to the Tribunal.

With this observatoin the reference is answered accordingly. Dictated & corrected by me.
Presiding Officer,
Industrial Tribunal.

R. K. DASH, Presiding Officer

[No. L-24012/112/87-D.IV(B)]

का.आ.1837.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार मानिकपुर कोलियरी, एस.ई.सी. लि. के प्रबन्धन से संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिष्ठाता, जखपुर के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को 31-5-91 को प्राप्त हुआ था।

S.O. 1837.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Manikpur Colliery, S.E.C. Ltd., and their workmen, which was received by the Central Government on the 31-5-91.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(181)/1987

PARTIES:

Employers in relation to the management of Manikpur Colliery, S.E.C.L., P.O. Manikpur, District Bilaspur (M.P.) and their workman, Shri Ramsai S/o Shri Mahesh, General Mazdoor, represented through the Secretary, Rashtriya Koyla Khadan Mazdoor Sangh (INTUC), Korba, District Bilaspur (M.P.).

APPEARANCES:

For Workman—Shri R. K. Gupta, Advocate.

For Management—Shri R. Menon, Advocate.

INDUSTRY: Coal mining DISTRICT: Bilaspur (M.P.).

AWARD

Dated, May 17, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-21012/9/87-D.III (B), dated 7-9-1987, for adjudication of the following dispute:—

“Whether the retirement of Sri Ramsai, S/o Sri Mahesh, General Mazdoor w.e.f. 1-7-1985 by the Sub-Area Manager is justified? If not, to what relief the workman is entitled for?”

2. Brief facts leading to this case are that Shri Ramsai was initially appointed in the National Coal Development Corporation on 25-12-1960. He is said to be illiterate. He was superannuated with effect from 1-7-1985 on the ground that his date of birth is 4-9-1925 determined by the Age Determination Committee on 28-10-1972.

3. Workman says that his date of birth in Form B Register was recorded as 26-9-1937 as also in C.M.P.F. Declaration Form maintained as per provisions of Coal Mines Provident Fund Rules. On the basis of the above documents he was issued an Identity Card showing his date of birth to be 26-9-1937 which was recorded at the time of his initial appointment. He was transferred to Manikpur Colliery in the year 1980-81. From there he came to know that his actual date of birth which was 26-9-1937 was not entered in the Service Book by the dealing assistant and it was recorded as 1-7-1925 without any basis. Management has no authority to change the date of birth. His superannuation on account of wrong mentioning the date of birth is liable to be set aside and he is entitled to reinstatement with full back wages and all ancillary reliefs.

4. Management says that the date of birth of the workman was referred to the Age Determination Committee which was held on 28-10-1972 and the Age Determination Committee fixed his age as 1-9-1925, (1-7-1925). This was fully made known to the workman and the workman accepted the date of birth without any objection. After long lapse of time he has come forward with this demand. The date of retirement of the employee in the Coal Industry is 60 years. Workman was retired on completion of 60 years of service as per norms and practice and the reference is liable to be rejected.

5. Reference was the issue in this case.

6. Workman has relied on the document Ex. W/1 and has examined himself in support of his case. Management has filed documents Ex. M/1 to Ex. M/3 and has examined P. K. Dey as M.W. 1.

7. Ex. W/1 is the Identity Card which disclose that the date of birth of the workman initially recorded was 26-9-37. Obviously, the management has tried to prove some documents Ex. M/1 to Ex. M/3 as also from the testimony of M.W. 1 P. K. Dey that the date of birth of the workman was 1-7-25. In cross-examination he admitted that the management had issued the Identity Card Ex. W/1. While through the cross examination of the witness nothing could be pointed out as to how the Age Determination Committee fixed the date of birth of the workman to be 1-7-1925. It is true that at the time of the appointment the workman had not given the certificate of his date of birth but changing of date of birth of the workman after long lapse of service period by the Age Determination Committee is surprising enough. What is the basis of fixing his age is also not clear. Thus his date of birth could not be altered in the manner it has been done when there was cogent record of past number of years that the date of birth is 26-9-1937. I accordingly hold that the fixation of his date of birth by the Age Determination Committee as 1-7-1925 is not justified. It should have been accepted as 26-9-1937 and should have been superannuated accordingly on attaining the age of 60 years on the basis of 26-9-1937.

8. Thus I accordingly hold that the date of birth of the workman is 26-9-1937 and not 1-7-1925. I accordingly set aside the order of retirement passed on the basis of the date of birth to be 1-7-1925.

9. Reference is accordingly answered as follows :

The retirement of Sri Romsai S/o Sri Mahesh General Mazdoor w.e.f. 1-7-1985 by the Sub-Area Manager is not justified. Order of retirement is set aside. Workman shall be deemed to be in continuous service and will be entitled to all back wages and consequential benefits. His date of birth shall be recorded as 26-9-1937. Management shall pay Rs. 500 towards costs of litigation of the workman.

V. N. SHUKLA, Presiding Officer

[No. L-21012/9/89-D.II(B)]

RAJA LAL, Desk Officer

नई दिल्ली, 5 जून, 1991

का.आ. 1838.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, केन्द्रिय सरकार यूनिन बैंक आफ इंडिया के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करता है, जो केन्द्रिय सरकार को 5 जून, 1991 को प्राप्त हुआ था।

New Delhi, the 5th June, 1991

S.O. 1838.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the Industrial dispute between the employers in relation to the Union Bank of India and their workmen, which was received by the Central Government on 5-6-91.

BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

PRESENT :

Sri G. Krishna Rao, B.A., B.L., Industrial Tribunal.

THIS THE FOURTEENTH DAY OF MAY
NINETEEN NINETY ONE

INDUSTRIAL DISPUTE NO. 34 OF 1989

BETWEEN :

The Workmen of Union Bank of India. Srikakulam 532 001.

And

The Management of Union Bank of India, Srikakulam 532 001.

APPEARANCES :

Sri M. Srinivasa Sharyulu, representative for Petitioner-workmen.

Sri G. Ramachandra, Advocate for the Respondent Management.

AWARD

This is a reference made by the Government of India, Ministry of Labour, by its Order dt. 20-4-1989 in No. L-12012/530/88-D.II(A) for adjudication of

the dispute between the employer in relation to the Management of Union Bank of India and their workman setting forth the point for adjudication in the schedule appended thereto as follows :

“Whether the action of the management of Union Bank of India in terminating services of Sh. Ganta Srinivasa Reddy and not considering him for further employment while recruiting fresh hands under Section 25-H of the I.D. Act is justified? If not to what relief is the workman entitled?”

This reference was registered as I.D. No. 34 of 1989 on the file of this Tribunal. After receiving notices both parties put in their appearance. The petitioner-claimant filed the claim statement on 2-6-1989 and the Respondent filed its counter on 14-8-1989.

2. The averments of the claim statement filed by the Petitioner-claimant read as follows :—

The Petitioner-workman was appointed by the Respondent's Bank on 20-4-1984 as Attender on daily wage basis of Rs. 10.00. He worked to the satisfaction of Management till he was removed from service by the Management. The Petitioner submits that he worked from 20-3-1984 continuously till he was removed from service i.e. 21-8-1986 on daily wage basis of Rs. 10.00 for which he was signing in the petty cash memos and cash vouchers maintained by the Respondent-Bank. While the Petitioner has been demanding the respondent to treat him as permanent employee as some Attender posts are lying vacant in the Respondents-Bank. The Respondent developed grudge on account of the said reason and removed the Petitioner from services w.e.f. 21-8-86 without assigning any reason or Notice nor he was paid any compensation in lieu of one month's notice. The Petitioner submits that no domestic enquiry was conducted against him by the Management. The Petitioner submits that the Attender post is kept vacant in the Respondent's Bank from the date of his removal till today. The Petitioner submits that he filed a petition before the Assistant Labour Commissioner (Central) Port Area, Visakhapatnam for production of petty cash memos and cash vouchers for the period from 20-3-84 to 21-8-86, but the Management failed to produce the same. The Petitioner therefore prays that the Hon'ble Court may be pleased to direct the Respondent's Bank to reinstate the Petitioner into service with back wages and also with continuity of services.

3. The averments of the counter filed by the Respondent-Management read as follows :

The allegations made in the claim statement filed by the petitioner are incorrect and untenable and they are denied by the Respondent herein. The petitioner is put to strict proof of all the allegations made in the claim statement. The allegation made in para 1 of the claim statement that the Petitioner was appointed by the Respondent Bank on 20-3-1984 on daily wage basis of Rs. 10.00 per day till he was removed from the service by the Management is absolutely false and it is denied. The petitioner

was engaged as an Attender on Casual basis on 20-3-1984 on a daily wage of Rs. 7.00 per day and later on Rs. 10.00 per day and he was never appointed as such and no order of appointment was ever given to him nor he was removed from the service as alleged by him. The petitioner had never been engaged nor reported for duty on or after 21-8-1986 and he left the services of his own accord. The allegations made in para 2 of the claim statement that the petitioner had worked from 20-3-84 continuously till he was removed from service on 21-8-86 on daily wage basis of Rs. 10.00 per day is equally false and baseless and it is denied. As already stated above the petitioner was engaged as an Attender on Casual basis on 20-3-84 on payment of Rs. 7.00 per day. In the month of March, 1984, he worked only for 3 days, i.e. on 20th, 21st and 26th March, 1984. The Petitioner had never worked continuously. The petitioner was engaged as Attender on casual basis only on some days intermittently during the years 1984, 1985 and 1986 and the Petitioner was never engaged continuously. The Petitioner was paid Rs. 7.00 per day and when he was engaged on casual basis on some days during the period 20-3-1984 to 20-5-1985 and he was paid at the rate of Rs. 10.00 per day for the days he was engaged during the period 13-12-85 and 20-8-1986. It is true that the mode of payment was through Petty cash Memos and on one occasion payment was through cash voucher. It is false to state that the petitioner was removed from the service. As already stated above, the petitioner was last engaged on casual basis on 20-8-86 and on or after 21-8-86 the petitioner had never been engaged nor reported for duty. The petitioner had joined the services in United India Insurance Co. at Srikakulam and working there. The question of removing him from services does not arise. The allegation made in para 3 of the claim statement that the Petitioner was demanding the Respondent to treat him as permanent employee as some Attender posts were lying vacant in the Respondent Bank is incorrect and it is denied. There were no posts of Attender vacant during the relevant period. The petitioner was engaged on casual basis to meet the casual requirements and exigencies and the petitioner was never engaged in any vacant post. The question to treat him as permanent employee did not arise. The allegations made in para 4 of the claim statement that the respondent had developed grudge against the Petitioner as he asked the Respondent to treat him as permanent employee and on that ground removed him from services is false and baseless, and it is denied. As already stated above, the petitioner was never removed from service and the petitioner himself had left on his own accord. There is no reason for having grudge against the petitioner. The question of giving any notice or paying any compensation to the petitioner does not arise. The contention raised in para 5 of the claim statement is untenable. The allegations in para 6 of the claim statement that the post of Attender is kept vacant in the Respondent Bank from the date of his alleged removal of the Petitioner till today is absolutely false and baseless and it is denied. There is no post of Attender vacant in the Respondent Bank. The petitioner was never appointed against any sanctioned post or regular post or vacant post of Attender. The services of the petitioner were utilised on some days on

casual basis to meet casual requirements and exigencies of the Respondent bank. The averments made in para 7 of the claim statement are not correct. All the petty cash memos and cash vouchers were shown to the Assistant Labour Commissioner Visakhapatnam. The petitioner is not entitled to relief prayed for in para 8 of the claim statement. In reply to various averments made in the claim statement it is stated as follows :—

The petitioner workman was engaged as Attender on casual basis on 20-3-1984 on daily wage basis at Rs. 7.00 per day and subsequently at Rs. 10.00 per day. The petitioner had never had any continuous service. The petitioner was engaged as Attender on casual basis intermittently on some days during the years 1984, 1985 and 1986 for a total period of 204 days to meet casual exigencies of the Respondent Bank either on account of temporary increase in the work load or on account of regular incumbents proceeding on leave. In the year 1984 the petitioner was engaged as Attender on casual basis for a period of 44 days, and in the year 1985 for 41 days and in the year 1986 for a period of 119 days. The petitioner was never engaged continuously. The petitioner has worked in all for 204 days from 20-3-1984 to 20-8-1986 as shown in the Annexure to this statement. The petitioner has no right to claim for absorbing him on regular basis just because he was engaged on casual basis on some days during the years 1984, 1985 and 1986. The petitioner had never worked continuously for a period of 240 days. As already stated above the petitioner had worked on casual basis only for 204 days. After working on 20-8-86 the petitioner had never reported for duty. The petitioner had obtained employment in the United Insurance Company at Srikakulam and he was working there. Thus the petitioner himself had left the services on his own accord and the Respondent never removed from the service. The question of paying any retrenchment compensation or giving notice or paying wages in lieu of notice under Industrial Disputes Act, 1947 does not arise as the petitioner had never worked for 240 days continuously. Inasmuch as the petitioner was not retrenched from services after working for a period of 240 days, the question of considering his case for re-employment under Section 2-H of Industrial Disputes Act, 1947 are not applicable in this case. The reference made by the Government of India which is subject matter of the Industrial Disputes in I.D. No. 34/89 before this Hon'ble Tribunal is illegal invalid and the Government of India has no power to refer and alleged dispute relating to re-employment of the petitioner under Section 25-H of the I.D. Act, 1947 and this Hon'ble Tribunal has no jurisdiction to adjudicate upon the same. The petitioner had raised the dispute under Sec. 2A of Industrial Disputes Act under Section 2-A of Industrial Disputes Act, 1947 alleging that his services were terminated and he never raised a dispute relating to alleged non-employment under Section 25-H of Industrial Disputes Act, 1947. Further such a dispute cannot be subject matter of reference on an application under Section 2-A of the Industrial Disputes Act 1947 and any such dispute has to be sponsored only by a Trade Union. The reference as such made by the Government of

India to this Hon'ble Tribunal for adjudication is therefore illegal and invalid and this Hon'ble Tribunal has no jurisdiction to adjudicate upon the same. The Hon'ble Tribunal has no territorial jurisdiction to adjudicate upon the dispute referred to it, in as much as no cause of action arose for the parties to the dispute reside within the territorial limits of jurisdiction of this Hon'ble Tribunal. The reference is therefore illegal and invalid, and it is liable to be rejected on this ground alone. It is therefore, prayed that no relief be granted to the petitioner and reference be rejected.

4. Though several adjournments were granted, the Petitioner did not get ready to prosecute his case and examine the witnesses and there was no representation for the petitioner on 13-3-1991 and the Petitioner was called absent and the Respondent reported ready and so the case was adjourned to 25-4-1991 to give one more chance to the Petitioner. On 25-4-1991 also there was no representation for the petitioner and the petitioner was called absent and so the petitioner's side evidence closed and thus no witnesses were examined, and no documents were marked for the Petitioner. Later M.W.1 was examined for the Respondent and the Respondent's side was closed. Exs. M1 to M12 were marked for the Respondent.

5. The point of adjudication is whether the Management of the Union Bank of India (Respondent) in terminating the services of Sh. Ganta Srinneevase Reddy (Petitioner) and not considering him for further employment while recruiting fresh hands under Section 25-H of the I.D. Act is justified? If not to what relief is the workman entitled?

6. Point : The case of the Petitioner is that he was appointed by the Respondent Bank on 20-4-1984 as Attender on daily wage basis, that he worked from 20-3-1984 continuously till he was removed from service i.e. 21-6-1986 on daily wage basis at Rs. 10.00 for which he was signing in the petty cash memos and cash vouchers maintained by the Respondent Bank, that while the Petitioner has been demanding the Respondent to treat him as permanent employee as some attender posts are laying vacant in the Respondent Bank and that the Respondent developed grudge on account of the said reason and removed him from service w.e.f. 21-8-1986 without assigning any reason or notice nor he was paid any compensation in lieu of one month's notice. Though several adjournments were granted, the petitioner did not evince any interest to adduce evidence on his behalf to establish his case and the Petitioner also did not choose to examine himself as witness in this case. There is no evidence brought on record to establish the contentions of the Petitioner raised by him in his claim statement and therefore, I am of opinion that it cannot be said that the Petitioner was successful in establishing his case as alleged by him in his claim statement and to show that he continuously worked for more than 240 days in the Respondent Bank and the authorities of the Respondent Bank removed him from service without complying with the provisions of the I.D. Act. On the other hand it is the case of the Respondent Bank that the

Petitioner was engaged as Attender on casual basis on 20-3-1984 on daily wage basis at Rs. 7.00 per day and subsequently at Rs. 10.00 per day, that the Petitioner never had any continuous service, that the Petitioner was engaged as Attender on casual basis intermittently on some days during the years 1984, 1985 and 1986 for a total period of 204 days to meet casual exigencies of the Respondent Bank either on account of temporary increase in the work load or on account of regular incumbents proceeding on leave, that in the year 1984 the Petitioner was engaged as Attender on casual basis for a period of 44 days and in the year 1985 for 41 days and in the year 1986 for a period of 119 days, that the Petitioner was never engaged continuously, that the petitioner has worked in all 204 days from 20-4-1984 to 20-8-1986, that the petitioner has no right to claim for absorbing him on regular basis just because he was engaged on casual basis on some days during the years 1984, 1985 and 1986, that the Petitioner had never worked continuously for a period of 240 days, that the Petitioner had worked on casual basis only for 204 days, that after working on 20-8-1986 the Petitioner has never reported for duty and that the Petitioner had obtained employment in the United India Insurance Company, Srikakulam and he was working there and thus the Petitioner himself had left the services on his own accord and the Respondent never removed from service, that the question of paying any retrenchment compensation or giving notice or paying wages in lieu of notice under I.D. Act, 1947 does not arise as the Petitioner had never worked for 240 days continuously, that in as much as the Petitioner was not retrenched from service after working for a period of 240 days, the question of considering his case for re-employment under Section 25-H of the I.D. Act, 1947 is not applicable in this case.

5. In support of the contentions of the Respondent the Respondent examined M.W.1 and he deposed that he has been working as Branch Manager, Union Bank of India at Upper Sileru since May 1990, that he previously worked as Accountant in Srikakulam Branch of Union Bank of India, i.e. Respondent Bank from 1985 to 1989, that he knows the Petitioner and facts of this case, that the Petitioner worked in the Respondent Bank for some time during the period he worked there, that at present the petitioner is not working in Union Bank of India in any branch since 1986 August, that the Petitioner worked as casual labourer for short periods in the Respondent Bank on daily wages at Rs. 7.00 per day up to May, 1985 and from December, 1985 he was paid at Rs. 10.00 per day, that Ex. M1 to Ex. M12 are some of the vouchers under which the Petitioner was paid his daily wages for the period he worked in the Respondent Bank, that the petitioner worked intermittently in the Respondent Bank during 1985-86 and he did not work continuously for more than 240 days in any month, that no order of appointment was issued to the Petitioner at any time whenever he was engaged as casual labourer and no termination order was issued to the petitioner at any time, on 20-8-1986, that there was no post of Attender vacant during the period from 1984 to 1986, that he came to know that the petitioner was working in United India Insurance Company Ltd., Srikakulam from 21-8-1986 onwards but he had no documentary evi-

dence to that effect, that the petitioner left the service of the Respondent-Bank on his own accord and the Respondent-Bank did not terminate his services.

6. As seen from the evidence of M.W. 1 and the vouchers under which the Petitioner was paid his daily wages, the Petitioner was paid his daily wages for each day on which he worked as Exs. M1 to M12 show the payments of daily wages for one day only under each of the vouchers in Exs. M1 to M12 and they do not disclose that the petitioner was being paid his daily wages ones in a month or at the end of the month calculating the daily wages for days he worked in the relevant month. Whatever it may be, the evidence of M.W.1 disclosed that the Petitioner did not work continuously for a period of more than 240 days, for the petitioner to claim that he is entitled for reinstatement on the ground that he was removed from service after having worked continuously for more than 240 days in the period of one year immediately prior to his removal from service or any other benefits like consideration for re-employment etc. under the I.D. Act. It is also pertinent to note that the case of the Respondent was that the petitioner was never removed by the Respondent and that the petitioner himself voluntarily stopped to attend the Bank to work on daily wage basis after 20-8-1986 and that the petitioner was working in United India Insurance Company Ltd., Srikakulam, but the Respondent did not choose to file any documentary evidence in this regard, nor did the Respondent choose to adduce any oral evidence on this aspect by examining any witnesses from the United India Insurance Company Ltd., and therefore, I am of opinion that it cannot be said that the Respondent is successful in establishing its contention in this regard. Whatever it may, the contention of the Respondent is that the petitioner voluntarily stopped to attend the work and the Respondent did not remove him from service and the said contention remained un rebutted. In view of the evidence brought on record, it is clear that it is not established that the Petitioner worked continuously for more than 240 days within a period of one year immediately prior to the date of his alleged removal from service and therefore I am of opinion that the Petitioner is not entitled for any relief in this case. Hence I answer the point accordingly.

7. In the result, an Award is passed holding that the Petitioner-workman is not entitled for any relief in this case. There will be no order as to costs under the circumstances of the case.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 14th day of May, 1991.

Sd/-

(G. KRISHNA RAO)
Industrial Tribunal

Appendix of evidence.

Witnesses examined on
behalf of Petitioner.

Nil.

Witnesses examined on
behalf of Respondent.

M.W.1 T.V.R.S.S: Murthy

Documents marked for the Petitioner.

Nil.

Documents marked for the Respondent.

- Ex. M1 10-4-85 Petty Cash Memo of Rs. 7.00.
- Ex. M2 11-4-85 Petty Cash Memo of Rs. 7.00.
- Ex. M3 12-4-85 Petty Cash Memo of Rs. 7.00.
- Ex. M4 13-4-85 Petty Cash Memo of Rs. 7.00.
- Ex. M5 15-4-85 Petty Cash Memo of Rs. 7.00.
- Ex. M6 16-4-85 Petty Cash Memo of Rs. 7.00.
- Ex. M7 17-4-85 Petty Cash Memo of Rs. 7.00.
- Ex. M8 18-4-85 Petty Cash Memo of Rs. 7.00.
- Ex. M9 19-4-85 Petty Cash Memo of Rs. 7.00.
- Ex. M10 20-4-85 Petty Cash Memo of Rs. 7.00.
- Ex. M11 22-4-85 Petty Cash Memo of Rs. 7.00.
- Ex. M12 29-4-85 Petty Cash Memo of Rs. 7.00.

Sd/-

(G. KRISHNA RAO)
Industrial Tribunal.

BEFORE THE INDUSTRIAL TRIBUNAL
AT HYDERABAD.

PRESENT :

Shri G. Krishna Rao, B.A., B L., Industrial Tribunal

THIS THE FOURTEENTH DAY OF MAY
NINETEEN NINETY ONE

INDUSTRIAL DISPUTE NO. 34 OF 1989

BETWEEN :

The Workmen of Union Bank of India, Srikakulam 532001

AND

The Management of Union Bank of India, Srikakulam 532001.

APPEARANCES :

Sri M. Srinivasa Bharyulu, representative for
Petitioner—Workman.

Sri G. Ramachandra, Advocate for the Respondent—Management.

AWARD

This is a reference made by the Government of India, Ministry of Labour, by its Order dt. 20-4-1989 in No. L-12012/530/88-D.II(A) for adjudication of the dispute between the employer in relation to the Management of Union Bank of India and their workmen setting for the point for adjudication in the schedule appended thereto as follows :

"Whether the action of the management of Union Bank of India in terminating the services of Sh. Genta Srinivasa Reddy and not considering him for further employment while recruiting fresh hands under Section 25-H of the I.D. Act is justified ? If not to what relief is the workman entitled ?"

This reference was registered as I.D. No. 34 of 1989 on the file of this Tribunal. After receiving notices both parties put in their appearance. The petitioner-claimant filed the claim statement on 2-6-1989 and the Petitioner-claimant read as follows :—

2. The averments of the claim statement filed by the Petitioner-claimant read as follows :—

The Petitioner-workman was appointed by the Respondent's Bank on 20-4-1984 as Attender on daily wage basis of Rs. 10.00. He worked to the satisfaction of Management till he was removed from service by the Management. The Petitioner submits that he worked from 20-3-1984 continuously till he was removed from service i.e. 21-8-1986 on daily wage basis of Rs. 10.00 for which he was signing in the petty cash memos and cash vouchers maintained by the Respondent-Bank. While the Petitioner has been demanding the respondent to treat him as Permanent employee as some Attender posts are lying vacant in the Respondents-Bank. The Respondent developed grudge on account of the said reason and removed the Petitioner from service w.e.f. 21-8-86 without assigning any reason or Notice nor he was paid any compensation in lieu of one month's notice. The Petitioner submits that no domestic enquiry was conducted against him by the Management. The Petitioner submits that the Attender post is kept vacant in the Respondent's Bank from the date of his removal till today. The Petitioner submits that he filed a petition before the Assistant Labour Commissioner (Central) Port Area, Visakhapatnam for production of petty cash memos and cash vouchers for the period from 20-3-84 to 21-8-86, but the Management failed to produce the same. The Petitioner therefore prays that the Hon'ble Court may be pleased to direct the Respondent's Bank to reinstate the Petitioner into service with back wages and also with continuity of service.

3. The averments of the counter filed by the Respondent-Management read as follows :

The allegations made in the claim statement filed by the petitioner are incorrect and untenable and they are denied by the Respondent herein. The petitioner is put to strict proof of all the allegations made in the claim statement. The allegation made in para 1 of the claim statement that the petitioner was appointed by the Respondent Bank on 20-3-1984 on daily wage basis of Rs. 10.00 per day till he was removed from the service by the Management is absolutely false and it is denied. The petitioner was engaged as an Attender on Casual basis on 20-3-1984 on a daily wage of Rs. 7.00 per day and later on Rs. 10.00 per day and he was never appointed as such and no order of appointment was ever given to him nor he was removed from the service as alleged by him. The petitioner had never been engaged nor reported for duty on or after 21-8-1986 and he left the services of his own accord. The allegation made in para 2 of the claim statement that the petitioner had worked from 20-3-84 continuously till he was removed from service on 21-8-86 on daily wage basis of Rs. 10.00 per day is equally false and baseless and it is denied. As already stated above, the petitioner was engaged as an Attender on Casual basis on 20-3-84 on payment of Rs. 7.00 per day. In

the month of March, 1984, he worked only for 3 days, i.e. on 20th, 21st and 26th March, 1984. The Petitioner had never worked continuously. The petitioner was engaged as Attender on casual basis only on some days intermittently during the years 1984, 1985 and 1986 and the Petitioner was never engaged continuously. The Petitioner was paid Rs. 7.00 per day and when he was engaged on casual basis on some days during the period 20-3-1984 to 20-5-1985 and he was paid at the rate of Rs. 10.00 per day for the days he was engaged during the period 13-12-85 and 20-8-1986. It is true that the mode of payment was through Petty cash Memos and on one occasion payment was through cash voucher. It is false to state that the petitioner was removed from the service. As already stated above, the petitioner was last engaged on casual basis on 20-8-86 and on or after 21-8-86 the petitioner had never been engaged nor reported for duty. The petitioner had joined the services in United India Insurance Co. at Srikakulam and working there. The question of removing him from service does not arise. The allegation made in Para 3 of the claim statement that the Petitioner was demanding the Respondent to treat him as permanent employee as some Attender posts were lying vacant in the Respondent Bank is incorrect and it is denied. There were no posts of Attender vacant during the relevant period. The petitioner was engaged on casual basis to meet the casual requirements and exigencies and the petitioner was never engaged in any vacant post. The question to treat him as permanent employee did not arise. The allegations made in para 4 of the claim statement that the respondent had developed grudge against the Petitioner as he asked the Respondent to treat him as permanent employee and on that ground removed him from services is false and baseless, and it is denied. As already stated above, the petitioner was never removed from service and the petitioner himself had left on his own accord. There is no reason for having grudge against the petitioner. The question of giving any notice or paying any compensation to the petitioner does not arise. The contention raised in para 5 of the claim statement is untenable. The allegations in para 6 of the claim statement that the post of Attender is kept vacant in the Respondent Bank from the date of his alleged removal of the Petitioner till today is absolutely false and baseless and it is denied. There is no post of Attender vacant in the Respondent Bank. The petitioner was never appointed against any sanctioned post or regular post or vacant post of Attender. The services of the petitioner were utilised on some days on casual basis to meet casual requirements and exigencies of the Respondent bank. The averments made in para 7 of the claim statement are not correct. All the petty cash memos and cash vouchers were shown to the Assistant Labour Commissioner Visakhapatnam. The petitioner is not entitled to reliefs prayed for in para 8 of the claim statement. In reply to various averments made in the claim statement it is stated as follows :—The petitioner workman was engaged as Attender on casual basis on 20-3-1984 on daily wage basis at Rs. 7.00 per day and subsequently at Rs. 10.00 per day. The petitioner had never had any continuous service. The petitioner was engaged as Attender on casual

basis intermittently on some days during the years 1984, 1985 and 1986 for a total period of 204 days to meet casual exigencies of the Respondent Bank either on account of temporary increase in the work load or on account of regular incumbents proceeding on leave. In the year 1984 the petitioner was engaged as Attender on casual basis for a period of 44 days, and in the year 1985 for 41 days and in the year 1986 for a period of 119 days. The petitioner was never engaged continuously. The petitioner has worked in all for 204 days from 20-4-1984 to 20-8-1986 as shown in the Annexure to this statement. The petitioner has no right to claim for absorbing him on regular basis just because he was engaged on casual basis on some days during the years 1984, 1985 and 1986. The petitioner had never worked continuously for a period of 240 days. As already stated above the petitioner had worked on casual basis only for 204 days. After working on 20-8-86, the petitioner had never reported for duty. The petitioner had obtained employment in the United Insurance Company at Srikukulam and he was working there. Thus the petitioner himself had left the services on his own accord and the Respondent never removed from service. The question of paying any retrenchment compensation or giving notice or paying wages in lieu of notice under Industrial Disputes Act, 1947 does not arise as the petitioner had never worked for 240 days continuously. In as much as the petitioner was not retrenched from services after working for a period of 240 days, the question of considering his case for re-employment under Section 25-H of Industrial Disputes Act, 1947 are not applicable in this case. The reference made by the Government of India which is subject matter of the Industrial Disputes in I.D. No. 34/89 before this Hon'ble Tribunal is illegal and invalid and the Government of India has no power to refer and alleged dispute relating to re-employment of the petitioner under Section 25-H of the I.D. Act, 1947 and this Hon'ble Tribunal has no jurisdiction to adjudicate upon the same. The petitioner had raised the dispute under Section 2-A of Industrial Disputes Act, 1947 alleging that his services were terminated and he never raised a disputes relating to alleged non-employment under Section 25-H of Industrial Disputes Act, 1947. Further such a dispute cannot be subject matter of reference on an application under Section 2-A of the Industrial Disputes Act, 1947 and any such dispute has to be sponsored only by a Trade Union. The reference as such made by the Government of India to this Hon'ble Tribunal for adjudication is therefore illegal and invalid and this Hon'ble Tribunal has no jurisdiction to adjudicate upon the same. The Hon'ble Tribunal has no territorial jurisdiction to adjudicate upon the dispute referred to it in as much as no cause of action arose for the parties to the dispute reside within the territorial limits of jurisdiction of this Hon'ble Tribunal. The reference is therefore illegal and invalid and it is liable to be rejected on this ground alone. It is therefore prayed that no relief be granted to the petitioner and reference be rejected.

4. Though several adjournments were granted, the Petitioner did not get ready to prosecute his case and examine the witnesses and there was not representation for the petitioner on 13-3-1991 and the Petitioner

was called absent and the Respondent reported ready and so the case was adjourned to 25-4-1991 to give one more chance to the petitioner. On 25-4-1991 also there was no representation for the petitioner and the petitioner was called absent and so the petitioner's side evidence was closed and thus no witnesses were examined, and no documents were marked for the Petitioner. Later M.W.1 was examined for the Respondent and the Respondent's side was closed. Encls. M1 to M12 were marked for the Respondent.

5. The point for adjudication is whether the Management or the Union Bank of India (Respondent) in terminating the services of Sh. Gonte Srinivase Reddy (Petitioner) and not considering him for further employment while recruiting fresh hands under Section 25-H of the I.D. Act is justified. If not to what relief is the workman entitled?

6. POINT : The case of the Petitioner is that he was appointed by the Respondent Bank on 20-4-1984 as Attender on daily wage basis, that he worked from 28-3-1984 continuously till he was removed from service i.e. 21-8-1986 on daily wage basis at Rs. 10.00 for which he was signing in the petty cash memos and cash vouchers maintained by the Respondent Bank, that while the Petitioner has been demanding the Respondent to treat him as permanent employee as some attender posts are lying vacant in the Respondent Bank and that the Respondent developed grudge on account of the said reason and removed him from service w.e.f. 21-8-1986 without assigning any reason or notice nor he was paid any compensation in lieu of one month's notice. Though several adjournments were granted, the petitioner did not evince any interest to adduce evidence on his behalf to establish his case and the Petitioner also did not choose to examine himself as a witness in this case. There is a evidence brought on record to establish the contentions of the Petitioner raised by him in his claim statement and therefore I am of opinion that it cannot be said that the Petitioner was successful in establishing his case as alleged by him in his claim statement and to show that the continuously worked for more than 240 days in the Respondent-Bank and the authorities of the Respondent Bank removed him from service without complying with the provisions of the I.D. Act. On the other hand it is the case of the Respondent Bank that the Petitioner was engaged as Attender on casual basis on 20-3-1984 on daily wage basis at Rs. 7.00 per day and subsequently at Rs. 10.00 per day, that the petitioner never had any continuous service, that the Petitioner was engaged as Attender on casual basis intermittently on some days during the years 1984, 1985 and 1986 for a total period of 204 days to meet casual exigencies of the Respondent Bank either on account of temporary increase in the work load or on account of regular incumbents proceeding on leave, that in the year 1984 the Petitioner was engaged as Attender on casual basis for a period of 44 days and in the year 1985 for 41 days and in the year 1986 for a period of 119 days, that the Petitioner was never engaged continuously, that the petitioner has worked in all 204 days from 20-4-1984 to 20-6-1986, that the petitioner has no right to claim for absorbing him on

regular basis just because he was engaged on casual basis on some days during the years 1984, 1985 and 1986, that the Petitioner had never worked continuously for a period of 240 days, that the Petitioner had worked on casual basis only for 204 days, that after working on 20-8-1986 the Petitioner has never reported for duty and that the Petitioner had obtained employment in the United India Insurance Company at Srikakulam and he was working there and thus the Petitioner himself had left the services on his own accord and the Respondent never removed from service, that the question of paying any retrenchment compensation or giving notice or paying wages in lieu of notice under I.D. Act, 1947 does not arise on the Petitioner had never worked for 240 days continuously, that in as much as the Petitioner was not retrenched from service after working for a period of 240 days, the question of considering his case for re-employment under Section 25-H of the I.D. Act, 1947 is not applicable in this case.

5. In support of the contentions of the Respondent, the Respondent examined M.W.1 and he deposed that he has been working as Branch Manager, Union Bank of India at Upper Sileru since May 1990, that he previously worked as Accountant in Srikakulam Branch in Union Bank of India, i.e. Respondent Bank from 1985 to 1989, that he knows the Petitioner and facts of this case, that the Petitioner worked in the Respondent Bank for some time during the period he worked there, that at present the petitioner is not working in Union Bank of India in any branch since 1986 August, that the Petitioner worked as casual labourer for short periods in the Respondent Bank on daily wages at Rs. 7.00 per day upto May, 1985 and from December, 1985 he was paid at Rs. 10.00 per day, that Ex. M1 to Ex. M12 are some of the vouchers under which the Petitioner was paid his daily wages for the period he worked in the Respondent Bank, that the petitioner worked intermittently in the Respondent Bank during 1985-86 and he did not work continuously for more than 240 days in any spell, that he order of appointment was issued to the Petitioner at any time whenever he was engaged as casual labourer and no termination order was issued to the petitioner at any time or on 20-8-1986, that there was no post of Attender vacant during the period from 1984 to 1986, that he came to know that the petitioner was working in United India Insurance Company Ltd., Srikakulam from 21-8-1986 onwards but he has no documentary evidence to that effect, that the petitioner left the service of the Respondent-Bank on his own accord and the Respondent-Bank did not terminate his services.

6. As seen from the evidence of M.W.1 and the vouchers under which the Petitioner was paid his daily wages, the Petitioner was paid his daily wages for each day on which he worked as Exs. M1 to M12 show the payments of daily wages for one day only under each of the vouchers in Exs. M1 to M12 and they do not disclose that the petitioner was being paid his daily wages once in a month or at the end of the month calculating the daily wages for days he worked in the relevant month. Whatever it may be, the evidence of M.W.1 disclosed that the Petitioner did not work continuously for a period of more than 240 days, for the petitioner to claim that he is

entitled for reinstatement on the ground that he was removed from service after having worked continuously for more than 240 days in the period of one year immediately prior to his removal from service or any other benefits like consideration for re-employment etc. under the I.D. Act. It is also pertinent to note that the case of the Respondent was that the petitioner was never removed by the Respondent and that the Petitioner himself voluntarily stopped to attend the Bank to work on daily wage basis after 20-8-1986 and that the petitioner was working in United India Insurance Company Ltd., Srikakulam, but the Respondent did not choose to file any documentary evidence in this regard, nor did the Respondent choose to adduce any oral evidence on this aspect by examining any witnesses from the United India Insurance Company Ltd., and therefore I am of opinion that it cannot be said that the Respondent is successful in establishing its contention in this regard. Whatever it may, the contention of the Respondent is that the petitioner voluntarily stopped to attend the work and the Respondent did not remove him from service and the said contention remained un rebutted. In view of the evidence brought on record it is clear that it is not established that the Petitioner worked continuously for more than 240 days within a period of one year immediately prior to the date of his alleged removal from service and therefore I am of opinion that the Petitioner is not entitled for any relief in this case. Hence I answer the point accordingly.

7. In the result, an Award is passed holding that the Petitioner-workman is not entitled for any relief in this case. There will be no order as to costs under the circumstances of the case.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 14th day of May, 1991.

Sd/-

G. KRISHNA RAO, Industrial Tribunal
[No. L-12012/530/88-D.II(A)]

Appendix of evidence.

Witnesses examined on
behalf of Petitioner.
Nil,

Witnesses examined on
behalf of Respondent.
M.W.1 T.V.R.S.S: Murthy

Documents marked for the Petitioner.
Nil.

Documents marked for the Respondent.
Ex. M1 10-5-85 Petty Cash Memo of Rs. 7.00.
Ex. M2 11-4-85 Petty Cash Memo of Rs. 7.00.
Ex. M3 12-4-85 Petty Cash Memo of Rs. 7.00.
Ex. M4 13-4-85 Petty Cash Memo of Rs. 7.00.
Ex. M5 15-4-85 Petty Cash Memo of Rs. 7.00.

Ex. M6 16-4-85 Petty Cash Memo of Rs. 7.00.
 Ex. M7 17-4-85 Petty Cash Memo of Rs. 7.00.
 Ex. M8 18-4-85 Petty Cash Memo of Rs. 7.00.
 Ex. M9 19-4-85 Petty Cash Memo of Rs. 7.00.
 Ex. M10 20-4-85 Petty Cash Memo of Rs. 7.00.
 Ex. M11 22-4-85 Petty Cash Memo of Rs. 7.00.
 Ex. M12 29-4-85 Petty Cash Memo of Rs. 7.00.

का.आ. 1839.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, केन्द्रिय सरकार में आई आई एस सी ओ लि का चसनाला बर्नपुर रोपवेस के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रिय सरकार औद्योगिक अधिकरण सं. 1 धनबाद के पंचपट को प्रकाशित करता है, जो केन्द्रिय सरकार की 5-6-91 को प्राप्त हुआ था।

S.O. 1839.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1 Dhanbad as shown in the Annexure in the Industrial dispute between the employers in relation to the A Chasnalla Burnpur Ropeways of M/s. IISCO and their workmen, which was received by the Central Government on 5-6-91.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

In the matter of a reference under Section 10(1)(d) of the I. D. Act, 1947

Reference No. 128 of 1988

PARTIES :

Employers in relation to the management of Chasnalla Burnpur Ropeways of M/s. IISCO. Ltd.

AND

Their workmen.

PRESENT :

Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

On behalf of the workmen : Shri M. K. Sengupta, Advocate.

On behalf of the employers : Shri R. S. Murthy, Advocate.

STATE : Bihar.

INDUSTRY : Ropeways.

Dated, Dhanbad, the 27th May, 1991

AWARD

By Order No. L-24012(236)/87-D.IV(B), dated, the 15th February, 1988 the Central Government in the Ministry of Labour, had in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the I.D. Act, 1947, referred the following dispute for adjudication to the Central Govt. Industrial Tribunal, Asansol. Subsequently, vide Ministry's Order No Z-20025/34/88-IT-CL.II(i) dated 20-9-1988 the said reference was transferred to this Tribunal from Central Govt. Industrial Tribunal, Asansol.

SCHEDULE

"Whether the action of the Management of Chasnalla-Burnpur Ropeways of M/s. IISCO, Ltd. is not regularising the services of S/Shri Sahadeb Bouri, (2) Debidas Mondal, (3) Tapan Kr. Sinha, (4) Samir Kr. Roy, (5) Bibekanand Chatterjee, (6) Basanta Maji, (7) Madan Jhal, (8) Kalyan Kr. Roy, (9) Satyanarayan Das, (10) Nirmai Ch. Mukherjee, (11) Sakuth Khan, (12) Biseswar Monday, (13) Shibsankar Ghosh, and (14) Sanaton Das, is justified? If not, to what relief the workmen concerned are entitled and from which date?"

2. The case of the management of Chasnalla-Burnpur Ropeways of M/s. IISCO. Ltd., as disclosed in the written Statement-cum-rejoinder; details apart is as follows :—

The present reference is bad in law and not maintainable. There existed no employer-employee relationship between the management and the persons referred to in the schedule to the order of reference and so there can be no valid industrial dispute in the present case in the eye of law. Since the ropeways in question are not located in any mines premises the appropriate Government for such ropeways is not the Central Government and hence the present reference is legally invalid and without jurisdiction. The order of reference apparently assumes that the Agent, Chasnalla Colliery is the employer for Chasnalla-Burnpur Ropeways in as much as he had been made a party to the dispute. But the ropeways in question is not under the Agent of Chasnalla Colliery. Ropeways are under the Deputy General Manager, IISCO, Collieries who had his office at Chasnalla.

Anyway, IISCO, is a Government company within the meaning of Section 617 of the Companies Act which is wholly financed by the Central Government. The Company has Steel Plant at Burnpur which requires metallurgical coal or prime coaking coal or medium coaking coal which is duly washed or beneficiated to reduce the ash and moisture content to improve the coaling index so that the coal is fit to use for the production of coke to be fed into the blast furnace of the Steel Plant for production of Steel. The company has three captive coal mines, namely, Chasnalla Colliery and Noonodih Jitpur

Colliery in Bihar and Ramnagar Colliery in West Bengal and Coal Washery at Chasnalla in Bihar. The medicum coking coal produced by Neonodih Jitpur Colliery and Chasnalla Colliery is fed into the Chasnalla Coal Washery for the purpose of beneficiation. The washed coal or the prime coal as it is commonly known is then transported to the Steel Plant at Burnpur for production of steel. The company had established a ropeway in or about 1969 for the purpose of transportation of washed coal of the company from Chasnalla coal washery to Burnpur Steel Plant. The ropeways run from Chasnalla Coal Washery through cross country carrying clean coal in buckets which are suspended to the Steel Wire Ropes and hauled by traction rope which is electrically driven. The length of the ropeways is about 54 K.M. The Chasnalla-Burnpur ropeways were designed for transporting about 400 tonnes of coal per hour, but this installed capacity could not be achieved at any time due to numerous problems including technical difficulties and the difficulties relating to thefts of coal in transit, sabotage and interference in the operation of the ropeways by miscreants, thieves and anti-social elements. The capacity of the ropeways over the years gradually reduced to an alarming extent so much so that in March, 1988 only about 150 tonnes of coal could be transported per day which was highly uneconomical. The ropeways section in question is employing about 400 workers. In the circumstances, the ropeways was suffering heavy losses. The workings of the ropeways had been stopped completely from 1-4-1988. Since it was not possible to transport the entire washed coal from Chasnalla Coal Washery to Burnpur Steel Plant the management was compelled to despatch of coal through railway wagons. At present the entire coal is being transported to Burnpur Steel Plant through Railway Wagons. By September, 1975 the position regarding the pilferage of coal from the bucket and cases of sabotage of the ropeway became serious and the miscreants from the surrounding villages were found to be disconnecting the telecommunication cables, snapping the cable wire, attached logs or iron rods to the rope so as to cause bunching of buckets and ultimately dropping of buckets. Beside these acts, fling stay rods, stay rollers, bracing angles etc. from trusties were found to be continuously removed and stolen. The mischief or illegal acts were found more common and serious in section of the ropeways located in West Bengal between Dishergarh and Burnpur in Burdwan District. The management was confronted with serious difficulties in transporting coal by ropeways and consequently the Steel Plant at Burnpur was seriously handicapped in the matter of production of Steel. Prior to 1975 and even subsequently the management made arrangements with the local villagers concerned through which the ropeway was passing whereby they were required to constitute committee to keep vigilance and ensure safety, security and uninterrupted operation of ropeways in lieu of the management paying to the village committee to fixed amount for the development of the villages located in West Bengal Sector. This arrangement did not however, produce the desired result. In the case of the section of ropeways located in Bihar a similar arrangement was made with the Mukhias of the village concerned and even the same arrangement

was met with the same fate. Thereafter the management made arrangement with the West Bengal Police authorities for deploying of Homeguards for protecting and guarding safety the ropeways and its operation in the section located in West Bengal. Under this arrangement the Kulti Police Station was assigned the responsibility of providing the requisite number of Homeguards who would be under the direction, supervision and control of the Kulti Police Station and the management would pay to the Police authorities the expenditure incurred by them as remuneration to pay to the Homeguards as per the arrangement existing in West Bengal. Similar arrangement was made in the Bihar section of Ropeways also. The number of Homeguards deputed by the Police Authorities of West Bengal for the duty as aforesaid varied from time to time and the management paid the expenditure that was incurred by the West Bengal Police. The rate of remuneration was increased from time to time by the West Bengal Government and the increased amount was also paid to the Police authorities by the management and receipts obtained. This arrangement was stopped by the Kulti Police Station with effect from 31-12-81 for a period of 2 months due to their own difficulties and problems but later, on persuasion of the management. The arrangement was resumed. However, it was discontinued with effect from 31-8-1986 and it is no longer in operation both in West Bengal and Bihar. In fact, the arrangement discontinued in Bihar from March, 1986 and in West Bengal from September, 1986. Under the above arrangement it was absolutely for the Police Authorities to select and provide the Homeguards and to retain them on their rolls. The management was not at all concerned with such arrangement. The Homeguards were also changed from time to time. It is clear from the position as elaborated that there was absolutely no relationship of employer and employee between the management of IISCO Collieries and the Homeguards in question. Under the circumstances the demand of the Homeguards for regularisation is misconceived and unjustified. Hence the management has submitted that the present reference be dismissed.

3. The case of the concerned workmen as appearing from the W.S. submitted on their behalf by the General Secretary, West Bengal Khan Mazdoor briefly stated is as follows :—

The present industrial dispute arose on account of illegal and wrongful act of the management in not regularising the services of the concerned workmen as ropeway guards despite the attempts and representation of these workmen and the union. Since no fruitful result was achieved despite the demand of the concerned workman and the union, the present industrial dispute was raised by the union by application dated 19-5-1987 before the ALC(C), Asansol. The concerned workman were engaged by the management as ropeway guards on the West Bengal side of the ropeways for a period of 11 to 14 years. As a matter of fact Sahadeb Bauri one of the concerned workman was appointed way back in 1972 while the remaining other workmen were appointed in 1976 at Mithani, Jhalbagh, Bastora post. They were paid a sum of Rs. 500 per head only as wages

and got fuel coal and medical facilities as allowed to other workmen. Their demand for regularisation was not favourably considered nor were they placed in permanent roll of the company nor were they given the benefits of P.F. facilities and other benefits. The action of the management is illegal, unjustified and tantamounts to unfair labour practice. The guiding principle for regularisation of the temporary personnel in permanent cadre or placing them in permanent roll envisages that he must work for at least 3 months but, although Suhadeb Badri was working since 1972 and the remaining other workmen from 1976, the management has not regularised them in service and thereby committed gross illegality, irregularity and violated all legal principles and norms or rules. Sahadeb Bauri along with 8 other workmen were appointed in 1972 but these 8 others workmen were regularised in service and were placed in permanent cadre. But the case of Sahadeb Bauri has been kept in abeyance for the last 15 years or more and thereby the management has committed discrimination between the workmen and workmen. Anyway, these workmen claim regularisation but the management forcibly stopped them from work from January, 1987 without any notice and violating the standing orders. The concerned workmen are entitled to be regularised in service as permanent cadre and they are entitled to get wages at the rate at which they are entitled to get the same under the Wages Board Recommendation along with arrears unpaid wages.

4. In rejoinder to the W.S. of the sponsoring union the management has denied and disputed each and every allegation made against it and contended that the concerned persons are not "workmen" within the meaning of Section 2(5) of the I.D. Act. It has been denied that the concerned persons were engaged for 11 to 14 years as claimant and asserted that the West Bengal Government provided Homeguards and these Homeguards were required to ensure safety, security and uninterrupted operation of ropeways in West Bengal Section. The management has further asserted that the concerned persons were never employed by it and so the question of stopping them from work does not arise.

5. In rejoinder to the W.S. of the management the union has contended that the present dispute is maintainable and that by virtue of the order of reference passed by the appropriate Government this Tribunal is empowered to adjudicate the matter in question. The Agent of Chasnalla Colliery is responsible for the operation of the ropeways and he is the controlling officer under the Dy. General Manager of IISCO collieries. Chasnalla Burnpur ropeways have been functioning under his guidance and the concerned workmen were employed under him. The concerned workmen were appointed and engaged by IISCO and their work was supervised by IISCO personnel and officers. In addition, the law and order authorities, the local police and homeguard also took special care for the properties of ropeway line.

6. The management, in order to justify its action it has examined two witnesses namely MW-1 Shri G.S. Mukherjee presently holding the post of Superintending Engineer of the Ropeway section of IISCO,

and MW-2 Shri A. G. Tewary working as junior executive at Chasnalla and laid in evidence a mass of documents which has been marked Ext. M-1 to M-13. On the other hand the union has examined Shri S.K. Key one of the concerned workmen and laid in evidence some documents which have been marked Ext. W-1 to W-3/1.

7. Shri R. S. Murthy, earned Advocate for the management has contended that since there existed no relationship of employer and employee between the management of Chasnalla Burnpur ropeways of IISCO Ltd. and the concerned persons the present reference is not maintainable. On the other hand Shri M. K. Sengupta, Advocate for the sponsoring union has maintained that there existed such relationship and so the present reference is maintainable.

The sponsoring union has based its claim for regularisation of the concerned workman in the services of the management on the premises that the concerned workmen are the employees of the management. The management has, indeed, disputed this position. Necessarily it falls for determination on merits as to whether there existed any relationship of employer and employee between the management of Chasnalla Burnpur ropeways of M/s. IISCO Ltd. and the concerned workmen. This issue cannot be decided and disposed off as a preliminary issue. Hence the contention of Shri Murthy that the present reference ex-facie is not maintainable since there existed no relationship of employer and employee between the management and the concerned workman is not sustainable.

8. The next point canvassed by Shri Murthy is that the reference order seeks with infirmity as it assumes that the Agent of Chasnalla colliery is the employer of Chasnalla Burnpur ropeways inasmuch as he has been made a party to the present case. Shri Murthy has further contended that the ropeways is under the Dy. General Manager, IISCO collieries who has his office at Chasnalla.

The union has contended that the Agent of Chasnalla colliery is responsible for the ropeways and he is the controlling officer directly working under the Dy. General Manager of IISCO Collieries and that the Chasnalla Burnpur ropeways have been functioning under his guidance. Even assuming though not deciding that the Agent of Chasnalla colliery is not concerned with Chasnalla Burnpur ropeways the order of reference has spelt out whether the action of the management of Chasnalla Burnpur Ropeways of M/s. IISCO Ltd. in not regularising the services of the concerned workmen is justified or not. It is really the management of Chasnalla Burnpur ropeways of M/s. IISCO Ltd. who is to justify its action and not alone the Agent of the Chasnalla colliery. The Agent of Chasnalla colliery has been made a party which may be considered as surplusage; it is really the management of Chasnalla Burnpur ropeways who is to justify its action. In this view of the matter I consider that the present reference does not suffer from any infirmity as because the Agent of Chasnalla colliery has been made a party.

9. Shri Murthy has contended assiduously that the Central Govt. is not the appropriate Government to make the present reference since the ropeways Chasnalla Burnpur ropeways are not located within any mines premises.

In order to appreciate this question it is necessary to reproduce the statement of the management on this score copiously.

"The company has a Steel Plant at Burnpur which requires metallurgical coal or prime coking coal, or medium coking coal which is duly washed or beneficiated to reduce the ash and moisture content to improve the coking index so that the coal is fit to be used for production of coke to be fed into the blast furnace of the Steel Plant, for the production of Steel.

The company has three captive coal mines, namely Chasnalla Colliery and Noonidih Jitpur colliery in Bihar and Ramnagore Colliery in West Bengal and a Coal Washery at Chasnalla in Bihar. The medium coking coal produced by Noonidih Jitpur colliery and Chasnalla colliery is fed into the Chasnalla coal washery for the purpose of beneficiation. The washed coal or the clean coal as it is commonly known is then transported to the Steel Plant at Burnpur for use as aforesaid.

For the purpose of transportation of the washed coal the company has established the ropeways in or about the year 1969 and put it into commission. The ropeway runs from Chasnalla Coal Washery to Burnpur Steel Plant through cross country carrying clean coal in buckets which are suspended over the Steel Wire Ropes and hauled by a traction rope which is electrically driven. The length of the Ropeway is about 54 Km."

10. The union has striven hard to counter the contention of the management by stating that the IISCO has a Steel factory at Burnpur and collieries both within West Bengal and Bihar with its head office at Burnpur. So far as collieries are concerned the supreme control of which is being managed from Burnpur, the Central Govt. is the appropriate Govt. The management at the conciliation stage before the ALC(C) never raised any objection thereto. Anyway sponsoring union has not produced the conciliation record to prove the fact that the management did not raise objection at conciliation stage against the competency of the Central Govt. to refer the dispute for adjudication. However, even if it is assumed that the management did not raise such objection it is really not a meaningful exercise to suggest that the management is not competent to raise such objection before this Tribunal. The plea for waiver of such right is not sustainable because the principles of waiver, estoppel etc. has very little or no application in the industrial dispute.

Upon consideration of pleading of the management it appears that the IISCO has got three captive mines namely Chasnalla colliery and Noonidih Jitpur colliery in Bihar and Ramnagar Colliery in West Bengal and coal washery at Bihar and that the medium coking coal produced by Noonidih Jitpur col-

liery and Chasnalla colliery is fed into the Chasnalla Coal Washery for the purpose of beneficiation. Then again the pleadings of the management discloses that the washed coal from the Chasnalla coal washery is transported to the Steel plant at Burnpur and that for the purposes of transportation of the washed coal, the company established the ropeways in or about 1969, and the ropeways having length of 54 km. runs from Chasnalla Coal Washery to Burnpur Steel Plant through cross country carrying clean coal in buckets.

MW-1 Shri G.S. Mukherjee recently holding the post of Superintending Engineer in IISCO was posted to the ropeways section upto May, 1989. He has stated, in conformity with the pleadings of the management that he IISCO Ltd. has a ropeway originating from Chasnalla Washery situated in the district of Dhanbad, Bihar and ends in Burnpur Steel plant belonging to IISCO the total length of the ropeways being 54 kms. He has further asserted that the ropeways are not under the Agent of Chasnalla colliery. As a matter of fact it is an independent organisation running from Chasnalla Washery to Burnpur. According to him the function of the ropeways is to carry clean coal from the washery to the Coke oven plant at the steel plant at Burnpur. This testimony of Shri Mukherjee has remained unassailed in cross-examination. Thus from the pleadings of the management and the evidence on record it appears that Chasnalla Burnpur ropeways is an independent organisation running from Chasnalla washery to Burnpur Steel plant and the function of the ropeways is to carry clean coal from the Chasnalla Washery to the coke oven plant of the Steel Plant at Burnpur. Such a ropeway cannot be comprehended with the definition of 'Mines' as envisaged in Section 2(J) of the Mines Act.

11. Then again the ropeways cannot be comprehended within the parameter of controlled industry as defined in Section 2a(i) of the I.D. Act read with Industries (Development and Regulation) Act, 1951. The relevant notification issued by the Central Govt. reads as follows :—

"S.R.O. 68 dated 5th Jan., 1957.—In pursuance of sub-clause (1) of clause (a) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby specifies, for the purpose of that sub-clause the controlled industry engaged in the manufacture or production of coal, including Coke and other derivatives which has been declared as a controlled industry under Section 2 of the Industries (Development and Regulation) Act, 1951 (65 of 1951).

Sd/-

A. L. HANDA, Under Secy.
[No. LR. 1(2) | 66)]

12. Chasnalla Burnpur ropeways cannot be considered as controlled industry since it is not engaged in the manufacture or production of coal including coke and other derivatives which has been declared as a controlled industry under Section 2 of the In-

dustrial (Development and Regulation) Act, 1951. In the circumstances, the Central Govt., in my view is not the appropriate Govt. to make the present reference for adjudication before this Tribunal. Hence I am constrained to hold that the present reference is not maintainable.

13. This being the position the adjudication on the question as to whether the action of the management of Chasnalla-Burnpur Ropeways of M/s. HISCO. Ltd. in not regularising the services of S/Shri Sahadeb Bouri and 13 others is justified or not etc. does not arise. Accordingly the following Award is rendered :—

"Since the Central Govt. is not the appropriate Government to refer the present industrial dispute for adjudication before this Tribunal, the adjudication upon the question whether the action of the management of Chasnalla-Burnpur Ropeways of M/s. HISCO. Ltd. in not regularising the services of S/Shri Sahadeb Bouri and 13 others is justified or not does not arise."

In the circumstances of the case, I award no costs.

S. K. MITRA. Presiding officer
[No. L-24012(236) [87-DIV(B)]

का.आ. 1840.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार में, टिस्को लि. का सिजुवा कोलियरी के प्रबन्धतन्त्र के संबद्ध निरोजकों और उनके कर्मचारों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1 धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-6-91 को प्राप्त हुआ था।

S.O. 1840.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1 Dhanbad as shown in the Annexure in the Industrial dispute between the employers in relation to the Sijua Colliery of M/s. TISCO Ltd. and their workmen, which was received by the Central Government on 5-6-91.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947

REFERENCE NO. 43 OF 1989

PARTIES :

Employers in relation to the management of Sijua Colliery of M/s. Tisco. Ltd.

And

Their workman.

PRESENT

Shri S. K. Mitra, Presiding Officer.

1558 GI/91—7

APPEARANCES :

On behalf of the workmen : Shri J D. Lall, Advocate.

On behalf of the employers : Shri B. Joshi, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 29th May, 1991

AWARD

By Order No. L-20012/20/89-I.R. (Coal-I), dated the 25th April, 1989, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause(d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:—

"Whether the action of the Management of Sijua Colliery of M/s. Tata Iron & Steel Co. Ltd. in dismissing S/Shri Dhelai Mallah, Pump Operator, Ticket No. 55569 and Phul Chand Mallah, Explosive Carrier, Ticket No. 57918, with effect from 13-3-87 is justified ? If not, to what relief the concerned workman are entitled to?"

2. The case of the management of Sijua Colliery of M/s. Tisco. Ltd. as disclosed in the written Statement submitted details apart is as follows :—

The present reference is not legally maintainable. Shri Dhelai Mallah one of the concerned workman was working as Pump Operator while the other concerned workman Shri Fulchand Mallah, his son was working as Explosive Carrier. The management allotted quarter No. C-2 to Shri Dhelai Mallah and the same was under the occupation of the two concerned workmen. Shri Ashok Mallah is another son of Dhelai Mallah. On 3-10-86 at about 3.30 A.M. a bomb blasted at a place situated behind the Steel Yard of Sijua Sub-stores of Sijua colliery of the management within the lease-hold area of the colliery. The Police from Jogta Police station immediately rushed to the spot and found Shri Ashok Mallah, dangerously injured by the bomb blast, while he was manufacturing bomb. Shri Ashok Mallah was arrested and sent to the Central Hospital for treatment. In the process of treatment in the hospital, one of his legs was amputated. On the clues obtained from Shri Ashok Mallah the police rounded the quarter No. C-2 allotted to Shri Dhelai Mallah and under occupation of the two concerned workmen at about 4 A.M. on 3-10-86. The police recovered explosive materials from the residential house of the concerned workmen. Both of them were arrested by the Police and criminal action was instituted against them and also against Ashok Mallah. Coal Mining is being carried on with the aid of explosive. The provisions of the Mines Act as well as Indian Explosive Act, 1884 have application in day to day working of the mines. The provisions of the Indian Explosives Act and the rules made thereunder and chapter 14 of the Coal Mines Regulations, 1957 framed under the Mines Act, 1952 had been complied with. One of the concerned workman Shri Fulchand Mallah was engaged as explosive carrier to transport explosives from the magazine of the mine

and to return back the unused explosive to the magazine. He was authorised as competent person under regulation 36 of the Coal Mines Regulations, 1957 and fully aware of the characteristics, dangers, rules and regulations relating to transport, storage and use of explosive. As per provision of regulation 160(2) of the Coal Mines Regulation, 1957 explosive shall not be taken into or kept in any building excepting in a magazine duly approved by the Licensing Authority under the Explosive Act, 1884. Contravention of this regulations is a criminal offence under the Mines Act, 1952 as well as Indian explosive Act, 1884. In the present case, explosive were recovered from the residential building of the concerned workmen and therefore they violated the provisions of Mines Act as well as the Indian Explosive Acts. In the case of statutory offence the subjective elements like intention, negligence etc. has no place, but the responsibilities entrusted are strict and absolute. In case any statutory violation takes place resulting in serious consequences, the responsibilities of the persons who have been entrusted with the actual job becomes more crucial and important specially when in a case of this nature where the management was ignorant of the misdeeds of one or more workmen who were required to handle the explosive in connection with the Mining activity. Anyway, the management issued separate chargesheets dated 25/28-1-1987 to both the concerned workmen for keeping huge quantities of explosive which has revealed by Police investigation and other dangerous substance used for making bombs in contravention of Indian Explosive Act as the same constituted misconduct under clause 19(19) of the certified Standing Orders. Both the concerned workmen took defence in the replies that Sri Ashok Mallah took the explosives into their house without their knowledge or connivance. Shri Ashok Mallah was not the employee of the company and was staying at the Company's quarter with the permission of the concerned workmen. The concerned workmen therefore are bound to ensure that contravention of Mines Act or Explosives Act is not committed within the house under their occupation. Besides no workman has any right to keep any outsider in his house. The management appointed late R. B. Srivastava, the then Sr. P.O. to conduct the departmental enquiry against Shri Dhelai Mallah. He held the enquiry in conformance to the principles of natural justice. The concerned workmen fully participated in the enquiry. The Enquiry Officer found Dhelai Mallah guilty of the misconduct alleged against him. The management appointed Shri Lellan Kumar as Enquiry officer to conduct the departmental enquiry against Shri Fulchand Mallah explosive carrier. Inspite of best efforts of the Enquiry Officer, Fulchand Mallah did not attend the enquiry and in such circumstances the Enquiry Officer had to hold the enquiry ex-parte. The enquiry Officer submitted his report holding the concerned workmen guilty of the charge of the misconduct brought against him. In the circumstances, the management has submitted that its action in dismissing the concerned workman from service with effect from 13-8-1987 is legal and according to the provision of Certified Standing Orders.

3. The case of the concerned workman as appearing in the W. S. submitted by them is as follows :—

Shri Dhelai Mallah one of the concerned workman was employed as Pump Operator in Sijua colliery and he had put 35 years of continuous service with unblemished record. The other concerned workman, his son, Shri Fulchand Mallah was employed as Explosive Carrier since 1984. His service record was without any blemish. Shri Dhelai Mallah was allotted a 3 roomed quarter by the management of the colliery and he was living in that quarter. One of the Ashok Mallah, one of the son of Dhelai Mallah who was not an employee of the colliery but was engaged in private business of cloth hawking. Shri Ashok Mallah was married and was living in one of the three rooms of the quarters, the other 2 rooms of the quarter were being occupied by Shri Fulchand Mallah and Dhelai Mallah. On 3-10-1986 the Jogta Police raided the quarter of Shri Dhelai Mallah and allegedly recovered some explosive substance from one of the rooms of the quarter where Shri Ashok Mallah was living with his wife. At the time of raid the concerned workmen were away from their quarter and alleged recovery of explosive substance was made in their absence. When they came to the quarter, they were told that some explosive substance were allegedly recovered from one of the bags kept in one of the room which in occupation of Ashok Mallah. They pleaded ignorance about the existence of explosive substance and submitted that the alleged recovery was made from the room exclusively in possession of Shri Ashok Mallah. However, the Police paid no heed to their supplication, arrested them and both of them were remanded to the Jail Custody on 3-10-1986. Both of them were charged under section 3, 4 and 5 of Explosive Substance Act for Allegedly possessing Explosive substances. On the basis of alleged recovery of explosive substance from the quarter of Shri Dhelai Mallah a Police case was registered under the Indian Explosive Substances Acts against the concerned workmen. The management also issued chargesheet to both the concerned workmen on identical terms which reads as follows :—

"It has been reported that on 3-10-1986 at about 4.00 A.M. Police raided and searched Co.'s quarter No. C-2 at Adarsh Nagar, Bhetaland in which you are living with your letter Shri Dhelai Mallah, Pump Operator, T. No. 55569 Sijua Colliery in presence of Sr. Security Inspector Mr. A. P. Singh and Havildar Shri Y. P. Yadav. On search a huge quantity of Explosive and Bomb making materials were recovered which were kept by you illegally in Co.'s quarter. In this connection Police had registered a case against you as well as your father Shri Dhelai Mallah. The above act of yours amounts to misconduct in breach of Indian Explosive Act."

Both the concerned workmen submitted their replies to the charges pleading innocence about the alleged recovery of such explosive substance for which they cannot be held responsible and guilty. However the management was not satisfied and ordered a departmental enquiry against them. So, departmental

enquiries were held and the Enquiry Officers found both the concerned workmen guilty of the charges levelled against them under Clause 19(19) of the Certified Standing Orders of the company and both of them were dismissed from service by order dated 7-8-1987 with effect from 13-8-87. Domestic enquiry against Shri Fulchand Mallah was held ex-parte while enquiry against Shri Dhelai Mallah was held in his presence. The action of the management in dismissing them from service is illegal, arbitrary and unjustified. They were innocent and were falsely implicated in the criminal case. Ex parte enquiry held against Shri Fulchand Mallah was in violation of principles of natural justice. They did not commit any misconduct in the purview of clause 19(19) or any other clauses of the Certified Standing Orders applicable to the colliery. The alleged breach of Indian Explosive Act is outside the scope of clause 19(19) of the Certified Standing Orders. According to the concerned workmen the management should have waited the outcome of the criminal case instituted against them, and failure to do so on the part of the management has resulted in failure of justice. The enquiry officer could not understand the implications of law and their findings holding them guilty are perverse as the same are not based on evidence. The Agent of the colliery was not their appointing authority and the dismissal order passed by the Agent is incompetent. In the circumstances, they have submitted that the action of the management in dismissing them from service be held to be illegal and unjustified and prayed that they be reinstated in service with full back wages.

4. In rejoinder to the W. S. of the concerned workmen the management had reiterated that the quarter was allotted in the name of Dhelai Mallah and his son Shri Fulchand Mallah was permitted to occupy the said house along with his father after he was given employment as employees dependent son on the basis of number of years of service put in by his father. Shri Ashok Mallah, a major, running his own private business and already married was not entitled to occupy company's quarter meant for the employees and their dependent children. It has been reiterated by the management that the domestic enquiry was held in conformance to the principles of natural justice. The grounds mentioned by the concerned workmen which according to them, militates against the charge and findings in the domestic enquiry are not sustainable and that the Agent of the colliery is competent to dismiss a workman under the provision of Certified Standing Orders.

5. In rejoinder to the W. S. of the management the concerned workmen have stated that an FIR was lodged with the Jogta Police Station wherein it was alleged that a bomb blast took place at a place situated behind the steelyard of Sijua Colliery and one Ashok Mallah was arrested by the Police who happened to be the son and brother of the concerned workman. It was alleged in the FIR that some explosive substance were recovered from the quarter No. C-2 which was alleged to be in occupation of the concerned workmen. The concerned workmen were not present at the time in the quarter when it was searched by the Police and explosive substances were allegedly recovered. It has been denied that the explosives were recovered from the residential build-

ing of the concerned workmen and no such allegations have been made in the FIR which was lodged against the concerned workmen. It has been denied that there was any contravention of Mines Act or Indian Explosives Act by them.

6. At the instance of the management the propriety and fairness of the domestic enquiry was taken up first as a preliminary issue. The management examined one of the Enquiry Officers Shri Lallan Kumar and laid in evidence the entire domestic enquiry proceedings which are marked Exts. M-1 to M-21. The concerned workmen did not examine themselves nor did they adduce any documentary evidence.

At the time of hearing, Shri J. D. Lall, learned Advocate appearing for the concerned management conceded that the domestic enquiry was held fairly on properly. Since Shri Lall conceded the issue and there existed no material to hold that the domestic enquiry was not held fairly and properly, I was constrained to hold that the domestic enquiry was held fairly and properly. Thereafter the case was heard on merits.

7. It remains the undisputed position that on 3-10-86 at about 3.30 A.M. there was a bomb blast at a place situated behind the steelyard of Sijua sub-store of Sijua colliery of the management and the Police from Jogta Police Station immediately rushed to the spot and found one Ashok Mallah one of the sons of Dhelai Mallah, the concerned workman dangerously injured by bomb blast. It is also undisputed position that Shri Ashok Mallah was arrested and hospitalised for treatment where one of his leg was amputated. There is no dispute that the Police raided the quarter No. C-2 allotted to Shri Dhelai Mallah by the management and recovered some material, alleged to be the explosive materials. It transpires from evidence that the quarter was allotted to Dhelai Mallah. His two sons namely Shri Fulchand Mallah, Explosive carrier used to occupy one room with the knowledge of the management and that Dhelai Mallah used to occupy another rooms and the remaining room was occupied by Shri Ashok Mallah another son of Dhelai Mallah.

8. Consequent upon seizure of some materials allegedly to be explosive materials the management issued the following identical chargesheets to the concerned workmen.

"Ext. M-1

Chargesheet No. 3

Sri Fulchand Mallah T. No.

Designation : Explosive Carrier.

You are hereby asked to show cause why disciplinary action should not be taken against you under clause 19(19) of the Standing Orders for the following misconduct.

It has been reported that on 3-10-86 at about 4.00 A.M. Police raided and searched Co's quarter No. C-2 at Adarsh Nagri Bhelatand, in which you are living with your father Shri Dhelai Mallah, P. Operator, T. No. 55569, Sijua Colliery, in presence of Sr. Security Inspector, Mr. A. P. Singh and

Havildar Sri Y. P. Yadav. On search a huge quantity of explosive and bomb making materials were recovered which were kept by you illegally in the Co. s quarter. In this connection police had registered a case against you as well as your father Sri Dhelai Mallah.

The above act of yours amounts to misconduct in breach of Indian Explosive Act.

You are allowed 72 hours from the date of receipt here of to give your explanation.

Any representation that you may make in this connection will be taken into consideration before passing orders.

Dated : 25-1-1987.

Sd/-Manager,
Sijua Colliery.

"Ext. M-12

Chargesheet No. 4

Shri Dhelai Mallah T. No. 55569

Pump Operator.

You are hereby asked to show cause why disciplinary action should not be taken against you under clause 19(19) of the Standing Orders for the following misconduct.

It has been reported that on 3-10-86 at about 4.00 A.M., the Police raided and searched your quarter No. C-2 allotted to you by the Company for your occupation uproose at Adarsh Nagri, Bhelatand in presence of Senior Inspector Sri A. P. Singh and Sri Y. P. Yadav, Havildar. On search, a huge quantities of explosives and bomb making materials were recovered which were kept by you illegally in the above company's quarter. The Police subsequently registered a case against you as well as your son Sri Fulchand Mallah who is staying with you in the quarter allotted to you. You and Fulchand were taken into custody by Police in connection with the above case.

The above act on your part amount to misconduct in breach of Indian Explosive Act.

Your are allowed 72 hours from the date of receipt here of to give your explanation.

Any representation that you may make in the connection will be taken into consideration before passing orders

Sd/-
Manager (Opn)
Sijua Colliery.

Dated, 25-1-1987.

In reply to the chargesheets Dhelai Mallah submitted the following reply, Ext. M-13. The other concerned workman Shri Fulchand Mallah submitted the following reply to the chargesheet Ext. M-7 —

"Ext. M-13.

To

The Manager (Opn.)
Tata Sijua Colliery,
P.S. Jogta Distt. Dhanbad.

Reference.—Chargesheet No. 4 dated 25-1-87 to me, Dhelai Mallah, Pump Operator, T. No. 55567.

Sir,

Having been called upon by the said chargesheet to submit my explanation, I beg most humbly and respectfully to submit my explanation as follows :

1. That the said chargesheet was served upon me on 5-2-87.
2. That I have been very much surprised and anguished to know the charges made against me, which are against fact.
3. That I was never possessing any explosive. I have not kept at any explosive in my quarter and there was no explosive to my knowledge in my quarter, which is also borne out from the allegations made by Police in the F.I.R. of the case.
4. The allegations made in the F.I.R. are : That the Officer-in-Charge, Jogta, Shri Shyam Sunder Sinha, Informant of the case on 3-10-86 had been on patrolling with police, party, when at about 3 A.M. he heard sound of bomb explosion from Steel Yard of Tata Sijua, at which he went to that side with his party and they met Security Inspector and Security Havildar of Tata Sijua, who also confirmed sound of bomb explosion and on enquiry they went to Tata Sijua Hospital, where they found one Ashok Mallah seriously injured and on statement of Security Inspector he registered a case and arrested that Ashok Mallah. It is said that Ashok Mallah, the injured, confessed that he had sustained the injury in course of preparing bomb and that his other companions namely Mohan Beldar, Kanoo and Ismail had fled away after causing bomb explosion while repairing bomb and case registered against above four.
5. That it is said that in course of his confession, Ashok Mallah had further disclosed that he also had kept some bomb making materials in his quarter in an Air Bag and on this disclosure, the quarter of Ashok was searched and it is said that (i) one piece of sulphur about 100 gram, (ii) Nasadar like small pieces about 100 gram (iii) small iron nuts forty in number, (iv) small Kantin and pieces of stone, (v) Explosive like materials in pieces of paper, were recovered from an Air bag, which was chained.

A Zerox copy of the F.I.R. is filed herewith.

6. That it is submitted that from the FIR it is evident that the alleged recovery was made on the statement and disclosure made by Ashok Mallah, who was, also found injured.
7. That the alleged incriminating articles were not recovered in my presence and having come to know that Police had been to my quarter, I went there and as because it was my quarter, the police implicated me in this case.
8. That it is further submitted, that according to the police case, it is evident that Ashok had admitted that he (Ashok) had kept those materials in his quarter, from which assuming the recovery to be correct, it cannot be said that Ashok had kept those incriminating articles to my knowledge and that I had knowledge of those articles kept by Ashok, though he is my son. It is submitted rather no knowledge can be imputed to me.
9. That it is submitted that I had no knowledge of any such articles at all and I am victim of the circumstances that Ashok, a son of mine was living in my quarter.
10. That Ashok was living separately in a room of my quarter and my another son Fulchand was living in one another room and I was living in the other room.
11. That my son Ashok was also separate from me, earning his livelihood by hawking clothes.
12. That considering that according to the Police case, it was Ashok, who had kept those articles and that the alleged recovery was made on statements of Ashok, the petitioner was bailed out by learned Sessions Judge, Dhanbad.
13. That it is submitted that I am thoroughly innocent and I should not be punished for some wrong, if any, committed by Ashok, though a son of mine.
14. That I am not guilty of any misconduct. It is submitted I have been serving in this company for last 35 years without any blemish and I pray my antecedent also lends support to my innocence, which may kindly be considered.
15. That I pray considering the facts and circumstances of the case, your honour may be pleased to accept my explanations and be further pleased to drop the matter.

Under the facts and circumstances mentioned herein-above, it is prayed your honour may be graciously pleased to accept my explanation and be further pleased to drop the proceeding.

And for which act of kindness, I will ever pray.

Yours faithfully,
Sd/- LTI of

Dhelai Mallah
Pump Operator
Tata Sijua Colliery

Dated 7-2-1987.

Ext. M-2

"Sir,

With reference to the above C/S I have to state as follows :—

1. It is true that I have been living my father's quarter in Adarsh Nagari.
2. My younger brother Ashok also lived in the same quarter and he lived with his wife. According to our social custom neither myself nor my father Shri Dhelai Mallah ever entered the room in which my younger brother was living with his wife. Consequently we did not know what objectionable materials he used to keep in the room.
3. He was unemployed and so he must have developed friendship with unsocial people.

Under the circumstances I feel neither myself nor my father should be held guilty in the said case.

I request to exempt us from the charges levelled against me as we are innocent and ignorant in this case. We could never feel that any illegal and dangerous materials were ever brought in the quarter.

Sd/- Fulchand Mallah."

9. The management, not being satisfied with the explanation submitted by the concerned workmen decided to hold domestic enquiry.

Shri R. B. Srivastava the then Personnel Officer of Sijua Colliery held domestic enquiry into the charges levelled against Shri Dhelai Mallah; Shri Srivastava has since left the land of living. Shri Dhelai Mallah participated in the domestic enquiry but Fulchand Mallah did not, although sufficient opportunities were given to him. Shri Lallan Kumar held domestic enquiry into the charges levelled against Fulchand Mallah.

Both the Enquiry Officers found the concerned workman guilty of the charge and thereafter the Agent, Sijua Group of Collieries dismissed both the concerned workmen from service with effect from 13-8-87.

10. The chargesheet issued to both the concerned workman is indicative of the fact that a huge quantity of explosive and bomb making materials were recovered from the quarter occupied by them. The management considered that the act of the concerned workmen amounted to misconduct in breach of the Indian Explosive Act and called upon both of them to show cause as to why disciplinary action should not be taken against them under clause 19(19) of the Certified Standing Orders.

Clause 19(19) of the Certified Standing Orders envisages as follows :—

“Clause 19(19)—Any breach of the Indian Mines Act, or of any other Act or of any rules or bye-laws thereunder, or of Standing Orders.”

11. Shri J. D. Lall, learned Advocate for the workman has contended that under the provision of Certified Standing Orders the management was not competent to hold domestic enquiry in respect of charge framed under the Indian Explosive Act. According to him the charge as framed by the management against the concerned workman is not open to domestic enquiry held by the management.

On the other hand Shri B. Joshi, learned Advocate for the management has contended that any misconduct committed by a workman of the management under the Mines Act or rules or regulations framed thereunder can be enquired into in a domestic enquiry initiated by the management. Shri Joshi has referred to the provision of Regulations 38 of the Coal Mines Regulations which envisages that it is the duty of every person to adhere to the provision of Mines Act and of the regulations or orders made thereunder. He has also pointed out the provision of Regulation 160(2) of the Mines Act which envisages that explosives shall not be taken into or kept in any building except a magazine duly approved by the Licensing Authority under the Explosives Act, 1884. According to Shri Joshi the concerned workman have contravened the provision of Coal Mines Regulations 160(2) and thereby committed misconduct.

Shri Lall has joined the issue with Shri Joshi contending that this provision of the Coal Mines Regulations is applicable to the owner, Agent or Manager of the Mines and not to any workman.

12. In my view, the provision of Regulation 160(2) is very clear and there is no scope for holding that this provision is applicable to the Agent, Owner or Manager only. In my view this provision is applicable to the Owner Agent or Manager as well as any workmen or any person concerned with the Mine.

13. Anyway, it remains to be seen whether the Police found any explosive as defined in the Explosive Act, 1884 in the apartment of the concerned workmen.

14. It appears that the Police seized (1) Sulphur 100 gm. (2) Nisadal 100 gms, or Ammonium Chlorid weighing about 100 gms, (4) 14 iron nails (5) some iron pieces and 3 pieces of paper appearing to have been contained bomb making materials from the partment of the concerned workman. None of these materials recovered and seized can be considered as explosive within the meaning of section 4(d) of the Explosives Act, 1884. According to this Act explosives means :—

“gunpowder, nitroglycerine, nitroglycol, gun-cotton, di-nitro-toluene, tri-nitro-toluene, picric acid, di-nitro-phenol, tri-nitro-resorcinol (styphnic acid) cyclo-time-thylene-trinitramine, penta-crythritolterra-nitrate, tetryl, nitroguanidine, land azids, lead styphynate fulminate of mercury or any other metal,

diazo-di-nitro-phenol, coloured fires or any other substance whether a single chemical compound or a mixture of substances, whether solid or liquid or gaseous used or manufactured with a view to produce a practical effect by explosion or pyrotechnic effect; and includes fog-signals fireworks, fuses rocket, percussion-caps, detonators, cartridges, ammunition of all descriptions and every adaptation or preparation of an explosive as defined in this clause ;”

There is no evidence on record to indicate that the articles seized are considered to be bomb making materials. Even as per the definition of explosive substance as defined in Section 2 of the Explosive Substance Act, 1908 the articles seized cannot be considered, as explosive substance, as there is no evidence to that effect. Incidentally it may be mentioned that no forensic expert was examined in domestic enquiry to prove that the articles seized were either explosive or explosive substance.

15. This being the position, I am constrained to hold that the concerned workmen did not commit any misconduct so as to come within the mischief of Explosive Act, 1884. Consequently they cannot be considered to be guilty of misconduct as envisaged in Clause 19(19) of the Certified Standing Orders of the management.

In the context of these facts and evidence on record I am constrained to hold that the management was not justified in dismissing the concerned workmen from service as they were found guilty of misconduct by the Enquiry Officer as disclosed in the chargesheet. Consequently the order of dismissal of the concerned workmen from service by the management should be set aside and they should be reinstated in service, and in my view with 50 per cent of back wages and also with continuity of service.

Hence, ordered that the action of the management of Sijua Colliery of M/s. Tata Iron & Steel Co. Ltd. in dismissing S/Shri Dhelai Mallah, Pump Operator, T.No. 55569 and Phul Chand Mallah Explosive Carrier, T. No. 57918, with effect from 13-8-87 is not justified. The management is directed to reinstate them in service within one month from the date of publication of the Award and to pay them 50 per cent of back wages and give them continuity of service.

In the circumstances of the case, I award no costs.

S. K. MITRA, Presiding Officer
[No. L-20012/20/89-IR(Coal-I)]

का.आ.1841.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार में. बी.सी.सी.एल गोलुकडोह ओपनकास्ट प्रोजेक्ट के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 1 घनबाद के पंचपाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-6-91 को प्राप्त हुआ था।

S.O. 1841.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1 Dhanbad as shown in the Annexure in the Industrial dispute between the employers in relation to the A Golukdih Open Cast Project of M/s. BCCL and their workmen, which was received by the Central Government on 5-6-1991.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 DHANBAD.

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 95 of 1988.

Employers in relation to the management of Golukdih Open Cast Project and Headquarter of M/s. B.C.C. Ltd.

AND

Their Workmen.

PRESENT :

Shri S. K. Mitra,
Presiding Officer.

APPEARANCES :

For the Employers : Shri B. Joshi, Advocate.

For the Workmen : Shri S. Bose, Secretary, Bihar Colliery Kamgar Union.

State : Bihar. Industry : Coal.

Dated, the 29th May, 1991.

AWARD

By Order No. L-20012/240/87-D.III(A), dated, the 27th July, 1991 the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :—

“Whether the action of the management of Golukdih Open Cast Project and Headquarter of M/s. Bharat Coking Coal Limited in denying employment to Smt. Kapura Bourin, W/o Late Gobar Bourin as per clause No. 9.4.1 of NCWA-III is justified ? If not, to what relief Smt. Kapura Bourin/his dependent is entitled?”.

2. The order of reference for adjudication of the industrial dispute was received in the office of this Tribunal on 1-8-1988 and the same was registered as Reference No. 95 of 1988. Thereafter notices were issued to the parties. Both the parties made their appearance but did not file their respective written statements and several adjournments were granted to

them. Since none of the parties is taking any step to pursue the matter, I am constrained to pass a 'No dispute' Award in the present industrial dispute.

This is my Award.

[No. L-20012/240/87-D.III(A)]
S. K. MITRA, Presiding Officer

का. आ. 1842.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ने, बी.सी.सी.एल. का ब्लॉक-2; ओपन कास्ट मैन के प्रबन्ध-तन्त्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1 धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-6-91 को प्राप्त हुआ था।

S.O. 1842.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Dhanbad as shown in the Annexure in the Industrial dispute between the employers in relation to the Block-II Open Cast Mine & M/s. BCCL and their workmen, which was received by the Central Government on 5-6-91.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 47 of 1988.

PARTIES :

Employers in relation to the management of Block-II Open Cast Mine of M/s. B.C.C. Ltd.

AND

Their Workmen

PRESENT :

Shri S. K. Mitra,
Presiding Officer.

APPEARANCES :

For the Employers.—Shri B. Joshi, Advocate.

For the Workmen.—Shri J. P. Singh, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, the 24th May, 1991

AWARD

By Order No. L-20012/235/87-D.III(A), dated the 25th March, 1988, the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal :

"Whether the action of the management of Block-II Open Cast Project of M/s. B.C.C. Ltd., P.O. Newagarh Distt. Dhanbad in not placing Shri Jugal Sharma, Shovel Operator in Grade-B (Excavation) is justified, If not, to what relief the workman is entitled?"

2. The case of the management of Block-II Open Cast Project as disclosed in the written statement-cum-rejoinder submitted on its behalf, details apart, is as follows :—

The present reference is not maintainable, Shri Jugal Sharma, the workman concerned was recruited by the company on 1-9-83 as Operator (Trainee) and was placed as Shovel Operator in Excavation Grade 'D' at Open Cast Project of Block-II Area with effect from 4-8-84 after successful completion of about one year's training. A Shovel Operator must complete a minimum of three years experience in Grade 'D' before his case is considered for fixation in Grade 'C'. [The workman concerned was placed in Grade 'C' with effect from 1-4-1987. A Shovel Operator must complete 3 years of minimum experience in Grade 'C' before he is considered for placement in Grade 'B'. As the concerned workman did not complete three years of experience in Grade 'C' his case for placement in Grade 'B' could not be considered. Shovels are of different capacities and the range of shovels in terms of capacities in cubic metres varies for different shovel Operators in different grades. A Shovel Operator in Grade 'D' should be capable of operating shovels upto 1.5 cubic metre and a Group 'C' Shovel Operator must be capable of operating shovel upto 1.9 cubic metre. Therefore, if a Group 'D' shovel Operator operates a higher capacity shovel during the period of his placement in Grade 'D', his suitability for his placement in Grade 'C' after completion of minimum number of years of experience in Grade 'D' cannot be questioned. Similar is the case of other Shovel Operators. The concerned workman operated higher capacity shovel during the period of his placement in Grade 'D' from 4-8-84 and therefore, he was cleared for his placement in Grade 'C' in 1987 within three years of his experiences. His case for placement in Grade 'B' will also be considered within three years in 1990 as he is operating higher capacity shovel. A workman is not entitled to higher grade merely because of his capacity of driving higher capacity shovel; he is also required minimum years of experience in order to maintain uniform policy as regards to seniority and merit. The claim of the concerned workman for Grade 'B' on the basis of his operating higher capacity of shovel cannot be considered till he completes minimum three years experience in Grade 'C'. Hence, the demand of the concerned workman for Grade 'B' is without any merit.

3. The case of the concerned workman, as appearing in the written statement submitted on his behalf by the Secretary, Koyla Ispat Mazdoor Panchayat, briefly stated, is as follows :

The present dispute was initiated on behalf of Jugal Sharma, the concerned workman, by Sri Unit Prasad Singh, authorised representative of R.C.M.S. Block-II Open Cast Project, Shri Jugal Sharma was then a mem-

ber of the R.C.M.S. Sri Unit Prasad Singh is at present the Branch Secretary of Block-II Open Cast Project of M/s. B.C.C. Ltd. owing allegiance to Koyla Ispat Mazdoor Panchayat affiliated to Hind Mazdoor Sangh. The concerned workman left RCMS and is now a member of Koyla Ispat Mazdoor Panchayat. He is represented in the present dispute by Sri Unit Prasad Singh. He was employed as Dumper Operator from 24-11-1975 to 18-12-1981 by M/s. Prakash and Company, Contractor and Transporter, Karol Bagh, New Delhi. On the basis of his experience, he was appointed by M/s. B.C.C. Ltd. as Operator (Trainee) by letter dated 23/24-8-83/1-9-83. He was in course of time, posted in Block-II Excavation Project of M/s. B.C.C. Ltd. He was regularised as Shovel Operator from 4-8-84 and placed in Grade 'D'. He was deployed to operate Shovel of a capacity of 4.6 cubic metre during the period of his training and also after regularisation. Since April, 1986 he has been deployed to operate Shovel of the capacity of 10 cubic metre which he has been operating since then. Any way, he was placed in Grade 'C' (Excavation) from 1-4-1987. The B.C.C. have classified the Excavation/Dragline/Shovel Operators in different grades ranging from Excavation Grade 'D' to Special Grade according to capacity of machine they operate and experience they possess. The concerned workman has not only the experience with M/s B.C.C. Ltd. but has also previous experience in the matter of operation of heavy machine. In view of the past experience and also in view of the powerful machine he is operating, he should have been placed in Excavation Grade 'B'. By letter dated 28th May 1987 Sri Unit Prasad Singh as authorised representative of R.C.M.S. Block-II Area, raised this dispute demanding his placement in Excavation Grade 'B' as per direction of J.B.C.C.I. The management of M/s. B.C.C. Ltd. did not pay any heed to the demand of the concerned workman made on his behalf by the union. The management refuse to settle the dispute amicably. This has led to the present reference.

4. In rejoinder to the written statement of the union, the management has contended that the present dispute, which was raised by R.C.M.S. cannot be continued by Koyla Ispat Mazdoor Panchayat. The management has asserted that the past experience of the concerned workman was not known to it prior to his selection and recruitment on 1-9-84 as Operator (Trainee). It is not correct to state that he was deployed to operate Shovel having the capacity of 6 cubic metre during the period of his training and after his placement in Grade 'D'. It is not also true that he was deployed to operate shovel of 10 cubic metre from April, 1986. In order to place a workman on higher grade, his capacity to operate high capacity shovel as well as his experience in existing grade is considered. An Operator is not given higher grade according to the capacity of the machine he operates without requisite experience. His past experience is considered at the time of his selection and fixation in initial scale. But on placement in higher scale his experience under the management is considered.

5. The management, in order to justify its action has examined only one witness, namely, MW-1 Shri M.K. Singh, now working as Dy. Personnel Manager in Area-I of M/s. B.C.C. Ltd. and relied on the documentary evidence produced by the union.

On the other hand, the concerned workman has examined himself and laid in evidence a number of documents which have been marked Exts. M-1 to W-6|1 .

6. Admittedly, Shri Jugal Sharma, the concerned workman was recruited as Operator (Trainee) by the management on 1-9-83. The photo copy of letter of appointment issued by the management in favour of the concerned workman dated 23|24-8-83 indicates this position (Ext. W-1).

It is the case of the concerned workman that he was employed as Dumper Operator from 24-11-75 to 18-12-81 by M/s. Prakash and Company, Contractor and Transporter, Karol Bagh, New Delhi. A certificate of experience has been produced by him, but it could not be admitted in evidence as it was not proved at all.

The case of the management is that the past experience of a workman working as Operator is considered at the time of his selection and fixation in initial scale, and that for placement of a workman in higher scale, his experience under the management is considered.

MW-1 Sri M. K. Singh, in conformity with the statement made in the written statement of the management, has stated that at the time of selection/apointment of a workman his past experience is considered in placing him in appropriate grade and thereafter while giving promotion his experience in M/s. B.C.C. Ltd. is only considered.

There is no evidence on record to indicate that the concerned workman produced his certificate of past experience before the management at the time of his initial appointment. As a matter of fact the written statement of the management discloses that the management was not aware of his past experience while appointing him as Operator (Trainee).

Shri J. P. Singh, learned counsel for the concerned workman, was contended that in view of his past experience the concerned workman should have been straight away placed in Grade 'D'. But this contention is not sustainable since there is no evidence on record to indicate that the concerned workman produced his certificate of past experience before the management at the time of his appointment.

7. Admittedly, the concerned workman was appointed Opeartor (Trainee) on 1-9-1983. At the time when he was appointed N.C.W.A. II was in force and his scale of pay was fixed, as per the letter of appointment|Office Order, at Rs. 17.20 on daily rated basis. That means he was placed in Excavation Grade 'E' initially. In terms of letter of appointment he was to undergo training for one year.

8. Admittedly, he underwent training for almost one year and was placed in Excavation Grade 'D' with effect from 4-8-1984.

9. It is the case of the management that in order to place/promote a workman from Excavation lower to higher grade his experience for minimum number of years in that grade together with his experience for operating higher capacity of shovel is considered. The written statement of the union also admits of 1558 GI/91—8.

this position. The job description and categorisation of coal employees as laid down by J.B.C.C.I. and cadre scheme for Excavation workmen discloses as follows :

Group-B :

Excavator Operator Grade-II.—A skilled workman with not less than 3 years experience in the operation and handling of electric|diesel dragline|shovel. He will operate such equipment of a capacity of not less than 1.9 cu.m. but below 3.5 cu.m. He should in addition possesses some knowledge of mechanism of the equipment and should undertake minor running repairs.

Group-C :

Excavator Operator—Grade-III —A skilled workman with not less than 3 years experience in the operation and handling of electric|diesel dragline|shovel. He will operate such equipment of capacity not less than 1.5 cu.m. but but below 1.9 cu.m. He should in addition possesses some knowledge of mechanism of the equipment and should undertake minor running repairs.

Excavator Operator (Junior).—A skilled workman with not less than 2 years experience in the operation and handling of electric|diesel shovel|draglines. He will operate such equipment of a capacity of less than 1.5 cu.m. He should in addition possesses some knowledge of mechanism of the equipment and should undertake minor running repair.

10. The concerned workman was placed in Excavation Grade 'D' with effect from 4-8-1984. Thereafter he was placed in Excavation Grade 'C' with effect from 1-4-1987. Admittedly, the concerned workman has been operating Shovel of higher capacity. Workman placed in higher grade are required to operate such shovels. He has stated in his testimony that after completion of training he used to operate shovel having the capacity of 4.6 cubic metre and that he did so till 1985 and from 1986 he has been operating shovel having the capacity of 10 cubic metre. But the admitted case of the parties arrayed and also the job description and categorisation of coal employees and cadre scheme indicate that a workman (Excavation) is entitled to higher grade subject to his having minimum years of experience in the existing grade and operating shovel having the capacity as required under the grade or shovel of higher capacity.

The concerned workman was placed in Excavation Grade 'C' with effect from 1-4-1987; he has been operating higher capacity shovels. His evidence discloses that he has been getting difference of wages between Grade 'B' and Grade 'C' since 1988. He has already completed three years experience as Shovel Operator in Grade 'C'. Hence, the management should consider his case for promotion in Grade 'B' with retrospective effect from 1-4-1990. The management has also stated in its written statement that his placement in Grade 'B' will be considered within three years in 1990. Hence, the

action of the management in not placing him as Shovel Operator in Grade 'B' (Excavation) till now is not justified.

11. Accordingly, the following award is rendered the action of the management of Block-III Open Cast Project of M/s. B.C.C. Ltd. in not placing Shri Jugal Sharma, Shovel Operator in Grade 'B' (Excavation) till now is not justified. The management is directed to consider his placement as Shovel Operator in Grade 'B' (Excavation) with effect from 1-4-1990.

In the circumstances of the case, I award no cost.

S. K. MITRA, Presiding Officer.

[No. L-20012/235/87-D.III(A)]

का.आ. 1843.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अन्तर्गत, केन्द्रीय सरकार यूनाइटेड बैंक ऑफ इंडिया के प्रशासन के मालिकों और उनके कर्मचारियों के बीच, अवरोध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को 5-6-91 को प्राप्त हुआ था।

S.O. 1843.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial dispute between the employers in relation to the United Bank of India and their workmen, which was received by the Central Government on 5-6-91.

ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESID-
ING OFFICER : CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL : NEW DELHI

I.D. No. 18/86

In the matter of dispute

BETWEEN :

Shri Mam Chand represented by
The President,
United Bank of India Employees Association,
Delhi State Committee,
206—208 Ansal Bhawan,
16, Kasturba Gandhi Marg, New Delhi.

Versus

The Regional Manager,
North India Region, United Bank of India,
206—208, Ansal Bhawan,
16, Kasturba Gandhi Marg,
New Delhi.

APPEARANCES :

Shri I. D. Chopra—for the Workman.

Shri R. R. Roy—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/55/85-D.II.A dated 6-1-86 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of United Bank of India, New Delhi in terminating the services of Sh. Mam Chand, Part time sweeper vide Banks letter dated 28-6-83 is justified? If not, to what is the workman concerned entitled?"

2. The brief facts of the case as stated in the statement of claim are that the workman was appointed as part time sweeper w.e.f. 5th March, 1975 and continued to work as such till the date of his termination. He was a permanent part time employee of the bank at Ansal Bhawan, Kasturba Gandhi Marg and served the bank for about 8 years honestly, efficiently and to the entire satisfaction of his superiors. In the year 1982 the workman had to take leave because he fell from the roof and got his arm fractured and could not attend to his duties in the bank. The bank without realising the seriousness of the compelled absence terminated the services of the workman vide letter dated 28th June, 1983 illegally, arbitrarily and malafidely. The workman thereafter went to the bank and requested the Regional Manager that he be allowed to resume his duties but his request was turned down and for payment of his dues he was instructed to come after 15 days, and when he went for collection of the same nothing was paid to him. It was only in the month of September, 1983 that he received a cheque of Rs. 160.50p alongwith calculation sheet dated 10-8-83. The order of termination dated 28-6-83 was patently illegal, arbitrary, malafide and against the principles of natural justice and fair play. It was liable to be set aside and the workman was entitled to reinstatement with full back wages.

3. The Management in its reply alleged that the termination of the workman services which was part time sweeper was perfectly justified because it was agreed upon at the time of the acceptance of the appointment letter that the workman would keep the office premises clean and tidy and would sweep the office and wash toilet everyday. He never came regularly to the office since 1979 and never performed his duties regularly. Several letters were issued to him to be regular and perform his duties by keeping hygienic and healthy condition in the bank premises but he never bothered to the regular. He failed to resume the duties even after the final notice sent to him and his services were terminated on 28-6-83 in accordance with the letter under clause 522(1) of Sastry award. He accepted the termination with payment after full and final settlement including 3 months salary as required in clause 522 of the Sastry award because he was not in a position or anymore interested in continuing with the work of the Management. The bank is a public utility service and bank cannot afford to keep its office and toilet in an unhygienic/cleaned conditions for a continuous long period. Nothing illegal has been done by the bank in terminating his services and no relief could be granted to the workmen in this case.

4. The Management examined Shri V. K. Srivastava, Dy. Regional Manager, United Bank of India MW1 in support of its case and Mam Chand workman himself appeared as MW1. I have heard representative for the parties and have gone through the record.

5. The representative for the Management has urged that no enquiry was required to be conducted in this case as there was no specific charge against the workman except that he was not attending to his duties and was absenting regularly and continuously for a long period. He has further referred to the notice served to the workman dated 12-3-81, February 22/82, March 26/83 and at the time of his termination vide order dated 28-6-83 he was paid 3 months notice pay in lieu of the notice as required under para 522(1) of the Sastry Award. There was thus nothing wrong in the termination of the workman.

6. The representative for the workman has not been able to show me any law under which the termination of his services could be said to be illegal. He has filed written arguments and has urged that the workman was not paid any compensation as required under section 25-F of the I.D. Act. He, however, alleged that he was not paid 3 months pay as required by the Sastry award. This point has been contradicted by the workman in his own statement when he stated that he got the cheque encashed on 3-9-83 but he did not know in what respect cheque of Rs. 100 was given to him. He has himself admitted that he used to be absent from duty but has given the reason that it was due to his sickness. No medical certificate regarding sickness or justifying his absence from duty has been placed on record by the workman. The workman had got the cheque encashed received three months notice period pay and raised no objection to the same. There seems to be no reason to find fault with the order of the Management when they had complied with the provisions of para 522(1) of the Sastry Award which was applicable in this case. Notices were regularly sent to the workman to resume duty when he had been continuously absent from his part time job of a sweeper which was to keep the premises clean and hygienic. Under the circumstances, I am of the considered opinion that the Management was fully justified in terminating the services of the workman in this case and the workman was not entitled to any relief whatsoever. Parties are, however, left to bear their own costs in view of the circumstances of this case.
21st May, 1991.

GANPATI SHARMA, Presiding Officer.

[No. L-12012/55/85-DII(A)]

V. K. VENUGOPALAN, Desk Officer.

नई दिल्ली, 12 जून, 1991

का. आ. 1843.—केंद्रीय सरकार में यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (क) के उपखण्ड (6) के उपबंधों के अनुसरण में भारत सरकार के धर्म मंत्रालय की अधिसूचना संख्या का.आ. 3406 तारीख 29 नवम्बर, 1990 सिक्क्यूटरी पेपर मिल, होशंगाबाद को उक्त अधिनियम के प्रयोजनों के लिए 19 दिसम्बर, 1990 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था,

अरि केंद्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है,

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (क) के उपखण्ड (6) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 19 जून, 1991 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[का. सं. एम-11017/10/81-डी-1(ए)]

रजत सच्चर, उप-निदेशक

New Delhi, the 12th June, 1991

S. O. 1844.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour No. S.O. 3406 dated the 29th November, 1990 the Security Paper Mill, Hoshangabad, to be a public utility service for the purposes of the said Act, for a period of six months from the 19th December, 1990;

And, whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of said Act for a further period of six months from the 19th June, 1991.

[No. S-11017/10/81-D.I(A)]

RAJAT SACHAR, Dy. Director.

